



18816 County Road 42 LaSalle, Colorado 80645 • (970) 946-0891 • [lassohorserescue.org](http://lassohorserescue.org)

## **LASSO ADOPTION AGREEMENT**

This agreement is entered into this date \_\_\_\_\_ by and between LASSO, a Colorado Charitable Non-Profit Corporation and

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

1. Adopted Animal. The Adopter hereby agrees, pursuant to and in accordance with the terms and conditions as set forth in this Agreement, to adopt and provide care for that horse or pony known as \_\_\_\_\_ hereinafter referred to as "Adopted Animal", age \_\_\_\_\_, sex \_\_\_\_\_, bred \_\_\_\_\_, color \_\_\_\_\_, markings \_\_\_\_\_, tattoos \_\_\_\_\_, approximate height \_\_\_\_\_, weight \_\_\_\_\_, which horse/pony is currently owned by LASSO.
2. Continuing conditions. LASSO hereby agrees to transfer possession of the adopted animal to the Adopter, subject to the continuing conditions set forth in this Agreement.
3. Adoption Donation. The Adopter understands that a non-refundable adoption donation in the amount of \_\_\_\_\_ shall be made to LASSO.

It is the goal of LASSO to attempt to place each horse in the home best suited to the needs of the individual horse. In addition, horses adopted from LASSO cannot be used for breeding, resold, or given away. The horse cannot be relocated from the original approved facility without the permission of LASSO. In the event that the placement does not work out for any reason, LASSO requires that the horse be returned to LASSO.

Before any horse may be adopted from LASSO the following procedures must be followed:

1. The adoption questionnaire must be completed and signed, returned to LASSO.
2. Upon review and approval of the adoption questionnaire, by an official of LASSO, the prospective adopter will be contacted by LASSO to schedule an appointment for a formal interview.
3. If the personal interview is satisfactory and if LASSO has a potentially suitable horse at the time, LASSO will schedule an appointment to check the adopter's facility. LASSO will conduct interviews of references provided by potential adopter.
4. Upon completion of the above, LASSO may schedule working sessions with the potential horse and the adopter to determine if it is a suitable match.
5. Upon completion of the sessions, it will be determined whether or not the potential horse and adopter are compatible. LASSO may require at any time additional sessions, may approve final adoption and/or deny adoption. LASSO reserves the right to deny adoption for any reason in its sole discretion, and is not obligated to state any reason.

When all requirements are met and preliminary adoption procedures have been satisfied, Lasso will require the following at time of adoption:

1. Payment in full of a non-refundable adoption fee which is based upon each individual horse, and set by LASSO in its sole discretion. (unless payment arrangements have been made previously).
2. Should alternate payment arrangements been previously agreed upon this contract must be signed and installment amount paid.
3. LASSO reserves the right to conduct unscheduled follow-up checks on the adopted horse and the facility at LASSO's discretion.

General Adopted Animal Care Requirements: Required care and maintenance shall include, but shall not be limited to, providing the Adopted Animal with adequate and proper quantities of wholesome feed and fresh water, safe and adequate shelter, which shall include at least a stall, run-in shed and turnout area; proper, adequate and regular exercise; appropriate hoof care at least every six to eight weeks; any required veterinary attention, including yearly vaccinations of Rabies, EWT, West Nile, and other diseases for which vaccines may be generally recommended in the State of Colorado; and treatment as preventative care against parasites such as de-worming no less than every six months.

LASSO may, at their sole discretion, require receipt of proof of any and all of the above required actions. Should the Adopter fail to provide to LASSO such proof within five business days after such request is made LASSO, then the Adopter shall be considered in material

breach of this Agreement, thereby rendering LASSO's obligation to allow continued possession of the Adopted Animal null and void, and rendering this Agreement terminated.

Change in location of Adopted Animal. In the event the Adopter should desire to move the Adopted Animal from the initial facility to a different facility after the Adopter assumes possession of the Adopted Animal, the Adopter agrees to notify LASSO at least 10 business days prior to the proposed move to new facility location. The Adopted Animal shall not be removed from the State of Colorado except by written agreement of the parties. Agreement shall set forth specific provisions for LASSO's initial and ongoing inspection and monitoring. I have read and understand the above procedures.

Death of Adopted Animal. The Adopter agrees to notify Lasso immediately upon the death of the Adopted Animal, and to provide LASSO veterinary certification as to the cause of Adopted Animal's death within 5 business days after such death.

Termination of Agreement by Adopter. If for any reason the Adopter is unable or unwilling to care for the Adopted Animal as set forth in this Agreement, Adopter will immediately so notify LASSO and allow LASSO to retain possession of the Adopted Animal. Transportation to LASSO will be at the expense of LASSO. No other extraneous charges or cost incurred by the Adopter before repossession by LASSO will be liable to LASSO. Under no circumstances shall the Adopter attempt to or purport to sell, trade, abandon, transfer or otherwise give the Adopted Animal away. Should the Adopted Animal be returned to LASSO due to termination of this contract by the Adopter, no monies will be reimbursed to the Adopter. Should the Adopted horse no longer meet the needs of the Adopter, the horse may be returned to LASSO, however, the Adopter will no longer be eligible to adopt future LASSO horses. All LASSO adoptions are intended to last for the life of the horse. Under NO circumstances shall the Adopted Animal be sold for slaughter.

LASSO Repossession of Adopted Animal. In the event that LASSO determines the Adopter is in breach of any term of this Agreement, or becomes aware of the Adopter's involvement with any humane society or animal control agency, which involvement resulted in a warning or citation for inhumane treatment of any animal, this Agreement shall be considered null and void. Upon the Agreement being considered null and void, LASSO may enter onto the premises and into the facilities where the Adopted Animal is being kept and may take possession of the Adopted Animal.

In the event this Agreement is rendered null and void by the Adopter's breach of any terms of this Agreement, the Adopter shall not be entitled to any reimbursement of any funds whatsoever directly or indirectly related to the Adopter's possession of the Adopted Animal.

In the event that the Adopter breaches any term of this Agreement and renders this Agreement null and void, in addition to the repossession rights set forth in the preceding paragraph, the Adopter agrees to pay to LASSO the sum of \_\_\_\_\_ as liquidated damages.

The Adopter agrees to pay and an all-reasonable attorney's fees and any and all court costs of LASSO in the event any matter arising under this agreement is forwarded to an attorney for enforcement of LASSO's rights and remedies under this Agreement.

The parties hereto shall also consent to jurisdiction of the Courts of Colorado for all purposes and for any disputes arising hereunder.

LASSO retains complete ownership of said Adopted Animal for one year from the date of signed Agreement. Upon the completion of one year and all conditions met, said Adopted Animal shall be Brand Inspected by an official of the Colorado Brand Inspection Board. A board member of LASSO will forever remain on the brand inspection, and the adopter will be added as an additional owner.

All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if sent registered or certified mail, return receipt requested, properly addressed and postage prepaid.

IN WITNESS WHEREOF this Adoption Agreement has been executed as of this day and year first above written.

Adopter \_\_\_\_\_ Date \_\_\_\_\_

LASSO \_\_\_\_\_ Date \_\_\_\_\_