

# Gentle Spirit Horses Rescue & Sanctuary Policy & Procedure Manual



## Adoption Policy

Effective Date: 1/1/2011

Last Modified: 4/5/2014

### POLICY

Gentle Spirit Horses Rescue & Sanctuary, Inc.'s (GSH) policy is to place suitable equines in approved homes.

### PROCEDURE

In order to adopt, the potential adopter must:

- 1) Complete and submit a signed Adoption Application & Liability Waiver
- 2) Provide 3 references, which must include a vet plus one other horse professional (farrier, trainer)
- 3) Submit photos of the equine's potential home and other equines owned by the potential adopter, or allow for an in person pre-adoption inspection
- 4) Request a pre-purchase vet exam, at the adopter's cost, if desired. This will be performed by the veterinarian of the adopter's choice and should be attended by both GSH and the potential adopter, if possible. If the adopter cannot attend, specific instructions regarding x-rays and other tests desired must be made prior to the visit. If the equine does not have a current Coggins and will be transported out of state, Coggins and a Health Certificate should be drawn at this appointment, also at the adopter's cost.
- 5) Arrange a visit to meet the equine, if possible.

Once the Adoption Application is received, GSH will:

- 1) Review the Adoption Application to make sure the requirements are met
- 2) Contact the listed references
- 3) Conduct any background check required
- 4) Arrange a visit by the potential adopter at a GSH location. If an in person visit is not possible, arrange a telephone conversation

- 5) Assign a volunteer inspector to set up a time for a pre-adoption home visit if needed. During the pre-adoption home visit, the inspector will view and photograph the property where any adopted equine(s) will live, view and photograph other equines on the property, and answer questions about the adoption process

Our application is kept simple on purpose, as it is meant to start a conversation. GSH will get a good feel for the potential adopter's knowledge, ability and personality through in person or telephonic conversations, and will therefore be able to make a better recommendation for a match with an equine.

Upon review of all of these items, the Adoption Coordinator will decide if the application is approved or denied. The Adoption Coordinator may deny an application for any reason.

If the application is denied, the Adoption Coordinator will inform the potential adopter and discuss any concerns and areas of improvement that could be made to have their application approved.

An applicant who has not been approved may file an appeal in writing to the Board of Directors within seven (7) days of receiving notice that they were not approved, and the Board of Directors will discuss the appeal. The Board of Directors has final discretion in upholding a refused adoption.

If the application is approved, the Adoption Coordinator will inform the potential adopter and mark the requested equine as pending. The Adopter will have two weeks from approval to submit their adoption fee, sign an adoption contract for the desired equine, and arrange for transportation. If the equine is traveling across state lines, or if the equine is staying in state but the adopter requests it, a vet appointment will be made to draw Coggins (if the equine doesn't have a current one) and to get a Health Certificate for travel. Both will be at the adopter's cost. If the adopter is unable to arrange transport within two weeks, the adopter will pay board for the horse at a cost of \$25 per week, and any farrier costs incurred. All attempts should be made to transport the equine within four (4) weeks of approval.

Upon completion of these items, GSH will photograph and prepare a written inspection of the horse's condition and make the horse available for transport. The adopter is responsible for all costs of transport incurred. The 30 day trial period starts on the day that the adopter takes possession of the equine.

**UNDER NO CIRCUMSTANCES may an applicant transport an equine before he/she has signed an adoption contract and paid the adoption fee.**

If, at any time during the course of the equine's life, the adopter is unable or unwilling to care for the equine, the adopter will need to make arrangements to return the equine to GSH, unless the equine and adopter qualify for our rehoming policy. The adopter is responsible for all costs of transport in returning the horse to GSH.

When adopting, the adopter signs a contract that agreeing:

- To never use the adopted equine for breeding or as an embryo transfer donor or recipient
- To never sell, trade, give away, lease to another party unless it is an on-site lease, or dispose of the adopted equine. If specifically stated in the contract that the adopter and equine are eligible for GSH's rehoming policy, the adopter agrees to follow all requirements of the rehoming policy, including:
  - To have had possession of the adopted equine for a minimum of two years;
  - To contact GSH and discuss potential rehoming options;
  - That the person the adopter wishes to rehome the equine with agrees to submit a GSH Adoption application and be approved;
  - That the person the adopter wishes to rehome the equine with agrees to sign an adoption contract and follow all rules and guidelines therein;
  - To submit a \$100 rehoming fee to GSH, which may be collected from the new adopter.
- To never send the adopted equine through an auction or to a slaughter house
- To return the equine to GSH at the adopter's expense if the adopter cannot keep the equine for any reason and cannot/will not rehome the equine in accordance with the Rehoming Policy
- To advise GSH if the equine is moved from the location described on the adoption contract
- To notify GSH if the equine dies or is euthanized, or suffers from a serious illness or injury that may be life threatening, or if the equine develops a long-term or chronic health issue
- To provide the equine with adequate food, shelter, medical care, and farrier care. This includes maintaining the horse's weight, giving the appropriate vaccinations in the spring, de-worming every 2-3 months (or as recommended by a veterinarian), regular farrier work every 6-8 weeks (or as recommended by a farrier), shelter from inclement weather, quality forage and also grain and supplements if it is needed and recommended.
- To give GSH access to the equine, with or without notice, in order to verify the equine's condition and health

- To immediately notify GSH if he/she receives a citation for any criminal or civil offense related to animal abuse or neglect
- To indemnify and hold harmless GSH, its officers, directors, members and volunteers for any damage to property or persons caused by the equine(s) adopted from GSH
- Pay all attorney fees, legal expenses, and court costs of GSH incurred in connection with enforcement of the Adoption Contract
- Knowingly and voluntarily assume all risks associated with the adopted equine – including but not limited to inherent risks and risks of negligence

GSH requires post-adoption updates from the adopter to include conformation type photographs (both sides, straight on from the front, straight on from the back, and the hooves must be visible) on the following schedule:

- At the end of the 30 day trial period, or upon informing GSH that the adopter wishes to make the adoption final
- Every April and October for the first three (3) years following the date of adoption;
- Every April thereafter, for the life of the equine
- Additionally as needed