



Fenway Foundation for Friesian Horses Adoption Application

Adoptive Owner Information

Name: _____

Address: _____

City, State & Zip Code: _____

Phone Number: _____ County: _____

E-Mail Address: _____

Veterinarian Name: _____

Veterinarian Phone Number: _____

Veterinarian Email: _____

Farrier Name: _____

Farrier Phone Number: _____

Will the horse be stabled on your property or boarded? _____

How many acres will the horse be pastured on? _____

Number of horses currently owned? _____ Number of horses on this property? _____

Description of shelter: _____

Number & size of stalls in barn: _____

How much daily turnout will the horse receive? _____

If boarding, name of boarding facility: _____

Address of boarding facility: _____

City, State & Zip Code: _____

Phone number of boarding facility: _____

Boarding facility email: _____

The majority of the horses we have placed cannot be ridden, driven, or bred due to medical limitations, but that is not always the case. Are you only interested in a riding and/or driving horse, or will you accept pasture sound only?

Expectations of Care for the Adopted Horse

1. The adopted horse must have received all annual vaccinations, including spring and fall vaccinations, and maintain a current annual Coggins test. Vaccinations must include, at a minimum, West Nile, Eastern and Western Encephalitis, Tetanus, Rhino, and Influenza, unless otherwise noted by your veterinarian. Regional-specific vaccines should be administered as advised by your veterinarian.
2. The adopted horse must be on a parasite control program as prescribed by your vet.
3. The horse must have a dental exam annually at a minimum and receive a dental float when required.
4. A veterinarian must be called for any illness and/or any serious injury to the adopted horse.
5. Responsible horse ownership includes realizing that at some time, a horse will likely need expensive medical care. **The Fenway Foundation for Friesian Horses strongly suggests that new owners carry medical insurance for the adopted Friesian horse or have the financial means to self-insure the horse for medical care.** The Fenway Foundation trusts that you will be financially responsible and accountable for the adopted horse. **The Fenway Foundation will not be liable for any medical costs incurred.**
6. The horse must be trimmed or shod by a qualified Farrier, no less than every 8 weeks. The feet are to be cleaned regularly.
7. The horse must receive its required daily forage, concentrate feed, or a vitamin/mineral supplement.
8. The horse must have a source of clean, fresh water made available daily, either by bucket, in regularly cleaned out water troughs, or, ideally, a constant supply of heated waterers. A stagnant pond or creek is not an acceptable primary source of water.
9. The adopter agrees not to work the horse beyond its physical limitations or to put the horse in harm's way at any time.
10. It is highly recommended that the adoptive horse have daily turnout in the physical company of other equines for no less than 8 hours unless there is dangerous weather or the horse's medical needs require stalling.

11. The horse must have at least one acre of clear-cut pasture per horse, with a source of adequate shade provided.
12. If pastured exclusively, the horse must have access to adequate shelter from wind and bad weather, such as a run-in shed.
13. The pasture must have acceptable, safe fencing.

Adopter's Initials in recognition and agreement with responsibility for expectations of care for the adopted horse: _____

Communication Requirements

The Adopter agrees to contact the Fenway Foundation for any of the following reasons:

1. To fulfill the obligations of this document, regarding continued communication with the Fenway Foundation on the horse's condition, including digital photos when required or requested.
2. Prior to the horse being moved to another residence.
3. If the horse dies.
4. If the horse becomes seriously injured and/or ill.
5. If euthanasia is being recommended, except under emergency circumstances, the Fenway Foundation must be contacted prior to euthanasia being performed and reserves the right to take possession of the horse if it is determined that euthanasia is not warranted at that time.
6. If, at a later date, you are unable or unwilling to keep the horse, you agree to first contact the Fenway Foundation for Friesian Horses and give us the option to reclaim said horse or assist in the placement in a new adoptive home. Fenway Foundation will always have the first option to take possession of this horse.

Adopter's Initials in recognition and agreement to communication requirements:

Prohibited Uses

1. Adopter agrees that under no circumstances shall the adopted animal be used for breeding purposes.
2. The adopter agrees that under no circumstances shall the horse be sold or entered into an auction for sale.

Adopter's Initials in recognition and agreement with prohibited activities: _____

Visitation Rights, Repossession, and Right to Trespass

1. The Fenway Foundation for Friesian Horses reserves the right to visit the adopted horse at any time after adoption, after giving a minimum of 24 hours' notice to the adoptive owner, except during a hostile repossession.
2. If the horse is found to be in a physical condition significantly worse than when it left the Fenway Foundation's possession, such as being thin with prominent ribs or hip bones, or covered in visible open or non-healing wounds—or living in a squalid environment such as a stall packed with feces or a small paddock constantly inundated with manure or other unhealthy conditions, this constitutes a breach of contract.
3. In the event of a hostile repossession, such as a breach of contract, no prior notice will be given, and the horse will be repossessed with or without the adoptive owner's consent. A licensed veterinarian will evaluate the repossessed horse within 48 hours of

its arrival at a Fenway Foundation-approved facility.

4. **In the event of any breach of contract, the Fenway Foundation for Friesian Horses Inc. reserves the right to repossess the horse without notice or the consent of the adoptive owner.**

Adopter's Initials in recognition and agreement to visitation rights, repossession, and rights to trespass: _____

Disclosure and Release

The adopter represents, warrants, and declares that the adopter is aware of the following in connection with the adoption of a horse from Fenway Foundation for Friesian Horses.

1. Horses differ from humans in their responses to human actions, and horse behavior is often unpredictable.
2. Any horse should be closely and carefully supervised when they are with or around children.
3. The adopted horse's behavior may change after it leaves Fenway Foundation's possession.
4. In a new environment, the adopted horse may act differently, and the adopter will afford the adopted animal adequate time (at least 7 days) to acclimate to its new environment before being ridden, to the extent the adopted horse is rideable.
5. Any statements made by owners, employees or agents of the Fenway Foundation regarding the adopted horse, either orally or within this adoption agreement, are merely opinions and are made or given solely as a courtesy to those considering adopting a horse, and in no way amount to claims, representations or warranties as to the temperament, health, or mental disposition of the adopted horse or the suitability or safety of the adopted horse for adopter's intended purposes.
6. The adopter releases, discharges, indemnifies, and holds harmless the Fenway Foundation from and against any and all claims, liens, damages, losses, and causes of action which may be asserted by the adopter and all third parties for injury or damage to all persons, property, or thing whatsoever caused directly or indirectly by the adopted horse.

Adopter's Initials in recognition and agreement to disclosure and release: _____

Adoption Fees

1. Concurrent with the signature of this agreement, the adopter agrees to pay a non-refundable adoption fee based on the adopted horse's usability/quality, including, but not limited to, costs incurred by the Fenway Foundation, such as veterinary care, transportation, and temporary care. The Fenway Foundation's typical adoption fees range from \$ 1,500 to \$5,000.
2. Payment in full of the adoption fee is required before the adopted horse is physically released into the adopter's possession.
3. Any donation in excess of the adoption fee may be tax-deductible by the adopter, although Fenway Foundation makes no representation or warranty in that regard. The adopter should consult his/her independent tax advisor to determine deductibility.

Adopter's Initials in recognition and agreement to adoption fees: _____

References and Photos

1. The adopter must gather and submit two personal references using the Personal Reference Form (attached)
2. The adopter's veterinarian must complete the Veterinary Reference Form (attached).
3. The adopter must submit photographs of the facility where the horse will be kept, including at a minimum the barn and/or pasture shelter and fencing.
4. Adoption Applications will not be processed until all references and photos have been submitted.

Adopter's Initials in recognition and agreement to references and photos: _____

The Fenway Foundation for Friesian Horses Inc. holds the right to recover the horse(s) if ever abused, abandoned, neglected, starved, or mistreated, etc., in any way. The adopter agrees to abide by the required level of care, or the horse can and will be recovered by owners, employees, or agents of the Fenway Foundation for Friesian Horses Inc. at any time. I have read and understand the conditions of the adoption contract and agree to uphold the highest level of care for the adopted Horse.

Signature of Adopter: _____

Date: _____

Signature of Fenway Foundation Representative: _____

Date: _____

APPLICATION CHECKLIST

1. Completed and signed adoption contract with original handwritten signatures (no computer-generated signatures and initials)
2. Two completed personal reference forms and one completed veterinary reference form.
3. Photos of your property (or boarding facility if boarding) – barn/shelter, fencing, pastures/paddock.

Once complete, email the completed application to: info@fenwayfoundation.com or mail it to:

The Fenway Foundation for Friesian Horses
N3398 State Road 76
Hortonville, WI 54944