

**Fenway Foundation for Friesian Horses Inc.  
Friesian Adoption Contract  
Adoptive Owner Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Phone Number \_\_\_\_\_ County: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Veterinarian Name: \_\_\_\_\_

Veterinarian Address \_\_\_\_\_

Veterinarian Phone Number: \_\_\_\_\_

Veterinarian Email: \_\_\_\_\_

Farrier Name: \_\_\_\_\_

Farrier Phone Number: \_\_\_\_\_

Will the horse to be stabled on your property or boarded? \_\_\_\_\_

If on your property, number of acres the horse will be pastured on? \_\_\_\_\_

Are you currently a horse owner? \_\_\_\_\_ Number of years? \_\_\_\_\_

# of horses currently owned? \_\_\_\_\_ # of horses on this property? \_\_\_\_\_

If boarded, name of stable or boarding facility: \_\_\_\_\_

Address of boarding facility: \_\_\_\_\_

Phone # of boarding facility: \_\_\_\_\_ Facility email \_\_\_\_\_

Owner of boarding facility: \_\_\_\_\_

Is there shelter provided for the horses? \_\_\_\_\_ Description \_\_\_\_\_

Number & size of stalls in barn: \_\_\_\_\_

Will the horse have a proper amount of time turned out? \_\_\_\_\_

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 interested in a riding and/or driving horse or will you accept pasture sound only? \_\_\_\_\_

## **Required level of care: Adoption Contract**

The level of care of Adoption Horses should be the highest standards in the industry.

The horse must have all the annual shots, spring and fall, and maintain a current annual Coggins. Shots are to include Strangles, West Nile, Eastern and Western Encephalitis, Tetanus, Rhino, and Influenza, unless otherwise noted by your veterinarian.

The horse must be on a parasite control program as prescribed by your vet.

It is highly recommended that the horse must have daily turnout of no less than 8 hours unless there is dangerous weather.

A veterinarian is to be called for any illness and/or any serious injury. Responsible horse ownership includes realizing that at some time a horse may need expensive medical care. The Fenway Foundation for Friesian Horses suggests that new owners carry medical insurance for the adopted Friesian horse. Should insurance not be a viable option, 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.**

**Adopter's Initials in recognition and agreement with medical costs incurred: \_\_\_\_\_**

The horse must be trimmed or shod by a qualified Farrier, going no longer than every 8 weeks. The feet are to be cleaned regularly.

Each horse must receive the required daily feed allowance plus plenty of good quality grass or hay.

Each horse must have a source of clean fresh water made available daily, either by bucket, in regularly cleaned out water troughs or, ideally, constant supply heated waterers. A stagnant pond or creek is not an acceptable primary source of water.

Adoption Horses are to have their teeth checked minimally once a year and floated, if needed.

The adopter agrees not to work the horse beyond its physical limitations at any time or to put the horse in harms way at any time.

The horse must have at least one acre of clear-cut pasture per horse with some a source of shade provided.

The horse must have at least a 3-sided shed in the paddock to block wind and bad weather. It is preferred that each horse has an individual stall.

The pasture must have acceptable fencing.

Variations in facility requirements depend on the horse, the region and local weather conditions.

**Adopter agrees and understands that under no circumstances is an adopted horse/s to be sold at a livestock auction or to slaughter.**

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

- 1) To fulfill the obligations of this document, in regard to 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 Adopted Horse Dies.
- 4) If Adopted 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.

**If at a later date you are unwilling or unable to keep this 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.**

**\* Prohibited Uses: ADOPTER AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE ADOPTED ANIMAL BE USED FOR BREEDING PURPOSES.**

**Adopter's Initials in recognition and agreement with the adoption contract: \_\_\_\_\_**

## Visitation Rights, Repossession Rights and Right to Trespass

The Fenway Foundation for Friesian Horses retains the right to visit adopted horse at any time after adoption after giving reasonable notice, such as a 24 hour notice, to adoptive owner. Exception: hostile repossession. In the event of a hostile repossession, such as breach of contract, no advance 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, if possible, after its arrival at a Fenway Foundation certified rescue facility.

**Right to Repossess.** Please note that if the horse is found to be either in a physical condition **SIGNIFICANTLY** less than that in which the animal left the Fenway Foundation facility (for example: thin with prominence of ribs and/or hip bones, covered with visible open or non-healing wounds or other visible signs of poor care or maltreatment), or living in a squalid environment such as a stall packed with feces or in a small paddock area continually inundated in manure, liquid or other unhealthy conditions, this constitutes a breach of contract. **The Fenway Foundation for Friesian Horses Inc. will repossess the horse without notice to or consent of adoptive owner.**

**Adopter's Initials in recognition and agreement to visitation rights, repossession and rights to trespass: \_\_\_\_\_**

**\* Disclosure and Release:** Adopter represents, warrants, and declares that Adopter is aware of the following in connection with his/her adoption of a horse rescued/surrendered to the Fenway Foundation For Friesian Horses.

- A) That animals are different from human beings in their responses to human actions.
- B) That the actions of animals are often unpredictable
- C) That animals should be closely and carefully supervised when they are with or around children.
- D) That the Adopted Animal's behavior may change after it leaves Fenway Foundation premises.
- E) That animals in a new environment may act differently and 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 Animal is rideable;
- F) That any statements made by owners, employees or agents of the Fenway Foundation regarding the adopted animal, either orally or within this adoption agreement, are merely opinions and are made or given solely as a courtesy to those considering adopting an animal, and in no way amount to claims, representations or warranties as to the temperament, health, or mental disposition of the Adopted Animal or the suitability or safety of the adopted animal for adopter's intended purposes.
- G) 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 Adopter and all third parties for injury or damage to all persons, property, or thing whatsoever caused directly or indirectly by the Adopted Animal.

**Adopters Initials as to subsections A through G: \_\_\_\_\_**

**Concurrent with the signature of this agreement, Adopter agrees to pay a non-refundable adoption fee based on the usability/quality of said horse including but not limited to costs incurred by the Fenway Foundation such as veterinary care, transportation and temporary care. Payment in full of the adoption fee is required before placement to Adopter's facility. 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. Adopter should consult his/her independent tax advisor to determine deductibility.**

**In addition to the information enclosed, applicant must gather and submit two personal references using the Personal Reference Form attached along with your veterinarian complete the Veterinary Reference Form also attached. We also require pictures of your facility, showing the barn/shelter for horses along with the fencing used.**

**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 my Adopted Horse.**

**Signature of Adopter:** \_\_\_\_\_

**Today's Date:** \_\_\_\_\_

**Signature of Fenway Foundation Representative:** \_\_\_\_\_

**Today's Date:** \_\_\_\_\_

### **APPLICATION CHECK LIST**

- 1) Completed and signed Agreement (cannot be 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, send via email, fax or mail per the following:

Email: [becca@fenwayfoundation.com](mailto:becca@fenwayfoundation.com)

Fax: 920-757-0878

Mailing address: N3398 State Road 76  
Hortonville, WI 54944

# Fenway Foundation for Friesian Horses Inc.

## Personal Reference Form

Your personal reference may not be an immediate family member and it also may not be the same person who fills out any other reference form(s) for you.

**To be completed by adopter applicant:**

<b>Name</b>	<b>Telephone Number</b>
<b>Address</b>	<b>City/State/Zip Code</b>

**To be completed by reference:**

<b>Name</b>	<b>Telephone Number</b>
<b>Address</b>	<b>City/State/Zip Code</b>
<b>How long have you known the applicant?</b>	
<b>Describe your impression of the care and condition of the animals the applicant currently owns:</b>	
<b>Do you think the applicant would make a good adoptive home for a Friesian from the Fenway Foundation for Friesian Horses?</b>	
<b>Why or why not?</b>	
<b>Signature</b>	<b>Date</b>

***Thank you for taking the time to complete this form!***

Please complete and return to the applicant for submission with his/her adoption application.

# Fenway Foundation for Friesian Horses Inc.

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**To be completed by adopter applicant:**

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<b>Signature</b>	<b>Date</b>

***Thank you for taking the time to complete this form!***

Please complete and return to the applicant for submission with his/her adoption application.

# Fenway Foundation for Friesian Horses Inc.

## Veterinarian Reference Form

The veterinarian who fills out this form will not be held liable for opinions expressed within this form. If you currently do not have a veterinarian, you may ask a veterinarian who will be working on your animal(s) to fill out the form stating that he or she is willing to work on your animal(s). The purpose of this form is so that FFFH will know that you have a veterinarian available whenever your adopted Friesian needs veterinary care. Your veterinary reference may not be an immediate family member and it also may not be the same person who fills out any other reference form(s) for you.

**To be completed by adopter applicant:**

<b>Name</b>	<b>Telephone Number</b>
<b>Address</b>	<b>City/State/Zip Code</b>

**To be completed by veterinarian:**

<b>Name</b>	<b>Telephone Number</b>
<b>Address</b>	<b>City/State/Zip Code</b>
<b>How long have you been treating the applicant's animal(s)?</b>	
<b>If you have not previously worked with the applicant's animals, after speaking with the applicant, would you be willing to work with any animal he/she may adopt from the Fenway Foundation for Friesian Horses?</b>	
<b>Does the applicant keep his/her animals current on their vaccinations and other health care?</b>	
<b>Describe your impression of the care and condition of the animals the applicant currently owns. Do you think the applicant would make a good adoptive home for a Friesian from the Fenway Foundation for Friesian Horses?</b>	
<b>Why or why not?</b>	
<b>Signature</b>	<b>Date</b>

***Thank you for taking the time to complete this form!***  
 Please complete and return to the adopter to submit with his/her adoption application.