



MIDWEST HORSE WELFARE FOUNDATION

Mail this application to:
M.H.W.F. Inc.
10990 State Hwy. 73
Pittsville, WI 54466

**Please don't forget your \$10.00 processing fee and photos of your shelter, fencing and pastures.....
Thank you!**

Please read this contract very carefully and ask questions if you have any. Once signed, this is a legal and binding contract and all stipulations in this contract will be enforced. **This application must be sent through the mail and not sent through email or fax.** Pictures must also be sent through mail and not emailed. It must also be signed in order to be approved. It must be complete and include pictures of your shelter and fencing. Additional pictures of your current horses are also very helpful. Please take your time in filling this application out as it is a direct reflection of an adopter's knowledge and capabilities as well as the ability to follow directions. All policies regarding adoption should be read and known before submitting your application. Failure to complete portions of the application or forgetting to include pictures or the \$10.00 processing fee will automatically be cause for denial of that application. **Please do not send your application registered or certified mail as we are not always here to sign for it.**

Please keep in mind that all MHWF staff are volunteers who give their time and care to make this program possible. They all have regular jobs. Please consider this when working with us to find the right horse. We require appointments to view horses. Please also be respectful of the MHWF farm as it is private property. We hope your experience with us is a good one and are glad to be given the opportunity to do this type of work.

Horses cannot be adopted for breeding purposes.

Where did you hear of us? (Please be specific) _____

Date: _____

Email Address: _____

Your name: _____

Mailing Address: _____

City, State, Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

State Premise ID: _____

What are you looking for in a horse?

1) Gender: Gelding Mare Stud

2) Age: _____

3) Color: _____

4) Training: _____

5) Size: _____

6) Breed Preference: _____

7) Weight and height of person(s) riding: ___ft ___lbs.; ___ft ___lbs.; ___ft ___lbs.; ___ft ___lbs.

8) What would you use the horse for? Pleasure/Trail riding Driving Youth Program

Other Please Explain: _____

Have you ever been responsible for the care of a horse before? YES NO

If yes, how long ago and to what extent? _____

Will the horse be boarded on your property? YES NO

If no, where will the horse be boarded? Please include contact name, address, & phone number.

Describe **in detail** the shelter the horse will have: _____

Size of pasture area: _____

Types of fencing on property Smooth electric Twisted wire High tension Post and rail Barbed

Braided rope Electric web Wire mesh Other: _____

How long will the horse be turned out per day: _____

Who will be responsible for the daily care of the horse: _____

Is this person: experienced inexperienced somewhat experienced

Will the horse have free access to water: _____

What does "floating" a horse mean? _____

What is colic? _____

What is founder? _____

Are you aware that horses need to be de-wormed and have their hooves trimmed every 8 weeks? _____

Are you aware that horses must have their teeth checked and floated if needed every year? _____

Are you aware that even the most mellow horses can be dangerous and should be handled with caution? _____

Are you aware that horses are expensive to care for and have specific needs as to diet and health care? _____

What category best describes your horse experience? Please check all that apply:

Riding:

- 1: I have never ridden a horse before.
- 2: I have ridden before but only a couple of times.
- 3: I have some riding experience, but not a lot and I consider myself a beginner rider.
- 4: I do not have a lot of riding experience but I am fairly confident handling and riding horses.
- 5: I have some riding experience but I am not yet a confident rider.
- 6: I have a lot of riding experience but still feel uncomfortable on a horse that I do not know or that will test me at first.
- 7: I am a fairly confident rider but not yet fearless.
- 8: I have a lot of experience and I am a confident rider.
- 9: I am a fearless rider.

Please feel free to add comments on your riding ability and experience:

Handling a horse on the ground:

- 1: I need a horse that never tests it's handler and always behaves very well.
- 2: I need a horse that has good ground manners but I can handle a little attitude from time to time.
- 3: I can handle most horses when they act up and do not get intimidated or afraid.

() 4: I can handle most any situation that a horse can put me into.

() 5: I am fearless and willing to teach a dominant horse it's ground manners.

Please feel free to add comments on your handling skills as well:

The Midwest Horse Welfare Foundation Inc. requires references in order to approve an adopter.

Please complete the following. Do not use family members. Full name, address, and phone numbers are required.

Horse vet or boarding vet: _____

Address: _____

Phone: _____ How long have you use this vet? _____

Personal Farrier: _____

Address: _____

Phone: _____ How long have you use this farrier? _____

Personal Reference: _____

Address: _____

Phone: _____ How long have you known this person? _____

Please list any animals that you already have and how long you have had them. _____

I _____ will hold harmless MHWF Inc. and anyone representing MHWF Inc. in the event of an injury or damage to personal property while at the MHWF farm, or any foster home where horses belonging to MHWF Inc. are being kept. This applies to the viewing of horses, riding and handling of horses as well as clinics and events held on the behalf of MHWF Inc.

Applicant Signature: _____ Date _____

M.H.W.F. requires that you send pictures of your farm, shelter, pasture area. You can send pictures of your animals also. If you have anything else to add please do so below. Please do not send pictures that you wish to be returned.

Placement Agreement

In consideration of the placement of an adopted horse, the undersigned adopter agrees to the following terms and conditions concerning the adoption of a horse through the Midwest Horse Welfare Foundation, Inc.

Please print out this section and send it along with your application but leave it blank until an actual adoption has taken place. Signing and submitting your adoption application does not obligate you to adopt a horse.

The agreement provides for the adopter to take physical possession of the adopted horse with Midwest Horse Welfare Foundation, Inc. retaining title for a period of (5) years.

- (1) Once adopted, a horse remains the property of the Midwest Horse Welfare Foundation, Inc. for a period of (5) years, at which time ownership will be transferred to the adopter, if said horse has been properly cared for under this agreement. The horse may only be transferred back to the Foundation prior to the expiration of the (5) year period.
- (2) The horse may never be raced again. The adopted horse may also never be sold, given away, disposed of, or transferred to anyone but Midwest Horse Welfare Foundation, Inc. during the first (5) years. Midwest Horse Welfare Foundation, Inc. reserves the right to refuse a transfer back.
- (3) Should a life threatening situation arise during the first (5) years, Midwest Horse Welfare Foundation, Inc. must be notified prior to a decision concerning euthenization, unless as a result of professional advice and emergency prior notice is not possible. Euthenization is NOT the adopter's choice.

A certificate of death must be received from a licensed veterinarian for all deceased horses within (10) days of the horse's death.

- (4) Once an adoption is arranged, transportation costs are the responsibility of the adopter.
- (5) The adopter may not release the horse from his/her care during the first (5) years. If stabling is relocated, Midwest Horse Welfare Foundation, Inc. must be notified and give approval prior to moving the horse.
- (6) Required weight: Named horse must maintain weight and condition as advised by a licensed veterinarian.
- (7) Adopter agrees to provide proper feeding to maintain appropriate weight, free access to clean water, a minimum of a 3 sided shelter, and adequate fencing.
- (8) Adopter agrees to provide the following veterinary care:
 - A) Worming and hoof care: Worming done every (8) weeks. Hoof care done every (6) to (8) weeks.
 - B) April 1: Spring Inoculation: Flu, Rhino, Dental care, Tetanus, Rabies, West Nile and any other inoculations your veterinarian recommends for endemic diseases.
 - C) October 1: Any boosters or inoculations your veterinarian recommends for endemic diseases.

D) Inoculations must be administered by a licensed veterinarian for the first full year after adoption. If you choose to vaccinate your own horse after this time, please state which vaccinations you will administer and how often.

E) Illness or injury: The adopter agrees to provide recommended veterinarian care for illness and/or injury according to the requirements of:

_____ County ordinance and/or State of _____ law.

(9) The adopter agrees to forward a brief statement of the horse's residence, condition, weight, teeth, and hoof condition at the time of spring vet checks, June 15th of each of the first (5) years...or upon request. A veterinarian's signature must be on all statements.

(10) The following require notifying Midwest Horse Welfare Foundation, Inc. within 24 hours: A)

Serious injury or illness that could be life threatening.

B) Death of a horse. A statement from a veterinarian stating the apparent cause of death must be forwarded within (10) days of the death of any adopted horse. Euthenization is not your option. Midwest Horse Welfare Foundation, Inc. reserves the right to approve of or deny recommendations to euthanize a horse.

(11) The adopter agrees that the above named horse will reside at:

(12) Adopter shall not breed any adopted mare. If adopted mare is bred, Midwest Horse Welfare Foundation, Inc. shall have the right to immediate recovery of both mare and it's offspring. By this agreement, the adopter agrees that Midwest Horse Welfare Foundation, Inc. shall have automatic security interest for the costs of recovery on any foal born to an adopted mare.

(13) All adoption fees must be paid in full before any horse can go to it's new home. If you plan to have your adopted horse veterinarian checked, the veterinarian inspection must be done prior to leaving our facility.

(14) If you wish to return your adopted horse to Midwest Horse Welfare Foundation, Inc., transportation costs and any and all costs required to safely transfer the horse back to the Midwest Horse Welfare Foundation, Inc. are the responsibility of the adopter. Midwest Horse Welfare Foundation, Inc. reserves the right to reject the transfer back of any horse. **All returned horses MUST have a current calendar year Coggins test and must be the yellow original copy. Failure to provide this is cause for refusal of the horse, a \$50 charge, or both..... whichever is appropriate for the situation.**

(15) **No Warranties.** The adopted horse is transferred to adopter under this agreement **AS IS** , without guarantee or warranty of any kind, including **Implied Warranties of Merchantability** and **Fitness for a Particular Purpose.**

- (16)** The adopter agrees to assume all responsibility for all costs and expenses related to the care, feeding, and maintenance of the adopted horse as well as necessary to comply with adopter's responsibilities set forth in the Placement Agreement.
- (17)** The adopter agrees not to allow a lien or security interest to be placed on any adopted horse until after the expiration of (5) years from the date of this agreement.
- (18)** Release and Indemnification. Adopter for himself or herself, his or her heirs, personal representatives, successors and assigns, fully and forever waive release and discharge Midwest Horse Welfare Foundation, Inc., it's officers, agents, employees and all prior owners of the adopted horse from any and all claims, demands, actions, causes of action resulting from or arising out of, or related to the possession, care, maintenance or actions of the horse adopted under the agreement. Adopter further agrees to indemnify and hold harmless Midwest Horse Welfare Foundation, Inc. it's officers, agents, employees, and all prior owners of the adopted horse from any and all claims which may be asserted by other parties resulting from, arising out of, or related to the possession, care, maintenance or actions of the horse adopted.
- (19)** Midwest Horse Welfare Foundation Inc. shall have the right to access the stabling property and inspect the adopted horse with (12) hour prior notice to the adopter within the (5) year period of the adoption.
- (20)** Midwest Horse Welfare Foundation, Inc. shall have the right to recover the possession of the adopted horse if within it's sole discretion determines the health of the adopted horse is adversely affected by the condition of it's environment, or in the event the adopter fails to exercise his/her responsibilities or otherwise comply with the terms of this agreement.
- (21)** Adopter hereby agrees to pay all necessary and reasonable costs incurred by Midwest Horse Welfare Foundation, Inc. in recovering the possession of the adopted horse under paragraph 20 herein, including all costs and attorney's fees necessary to enforce Midwest Horse Welfare Foundation, Inc's rights under this agreement.
- (22)** Any co-adopter appearing below agrees to be bound by all obligations and liability set forth herein, as if said party is the adopter.
- (23)** The parties to this agreement hereby agree that Wisconsin Law shall apply to the construction and enforcement of this agreement.

I(adopter's name) _____ of(address) _____

(city) _____ (state) _____ (zip) _____ (phone) _____

have read and accept the terms, conditions, and stipulations that pertain to the adoption and placement of (horse) _____, who is a(n) _____ year old _____.

Adopter's signature: _____ Date: _____

Co-adopter: _____ Date: _____

Midwest Horse Welfare Foundation, Inc. hereby authorizes and approves this placement of the above named horse.

Midwest Horse Welfare Foundation, Inc.

By: _____ Date: _____

M.H.W.F. does not give monetary refunds. There is a 60 day return policy on all horses. Returned horses can be exchanged for another horse if within that 60 day period. Transportation of all returned horses is the responsibility of the adopter. There is a \$150 fee if returned for exchange after the 60 day period. All returned horses must be accompanied by an original yellow copy of the current calendar year Coggins test. Failure to provide this document is grounds for refusal of the horse, and/or a \$50 fee.