

## The Equine Adoption Contract: Insights

### The Trend

Adopting that next equine partner is becoming a more popular option for horse lovers from all levels of experience, and it is a trend GFAS continues to support. Adopting a horse from a GFAS certified organization will always include a legal document, which can make potential adopters nervous. Many are reluctant to sign a multipage contract or tackle all that legalese.

Sue Cook, owner of Horse Amour Riding Stables in Vermont, has had a very different experience with adopting horses and signing adoption contracts. When she was starting out, she had minimal cash resources but a willingness and ability to work with all students and all horses. “The options for buying a horse today can be daunting,” explained Sue in a recent interview. “It is very difficult for many of my students to select and purchase horses for themselves, emotionally and financially stressful, particularly if that horse does not suit them forever. I try to take that burden off the students.”

Adopting a horse was always a “bucket list” item for Sue, but also important for her, the cost of purchasing horses for her riding stable and students could be as much as \$10,000 at local sales barns. Adoption fees were likely less than \$1,000. Sue contacted a few equine welfare organizations during her initial internet search but found their requirements and detailed contracts very discouraging. However, GFAS Verified ReRun Thoroughbred Adoption Inc. in New York had an adoption contract that was reasonable, easy to understand, and provided Sue with the support she needed in case this new adoption partnership did not work out as planned.

Joey, an Off the Track Thoroughbred (OTTB), became her first adopted horse. At last count, Sue and her students have adopted **fourteen horses** from ReRun Inc.



*Sue and Joey with permission from Sue Cook*

Although the adoption trend is encouraging, there are still many equines being cared for in GFAS facilities, just waiting to be discovered and connected with a new person or family. According to a 2017 study, [Animals | Free Full-Text | Estimating the Availability of Potential Homes for Unwanted Horses in the United States | HTML \(mdpi.com\)](#), as many as 200,000 horses annually in the United States, need new homes or placements for a variety of reasons. The owner may no longer be able to financially support the horse, or owner's personal situation has changed where keeping a horse is not possible, or law enforcement agencies have removed an equine from a poor situation, and many more reasons. However, and perhaps more importantly, this study also suggested that the number households potentially interested in adopting an equine was far greater than this estimated need.

GFAS certified equine organizations with adoption programs (adoption centers) have a common goal – to find a great match for every horse in their care into a suitable home. To ensure the best possible match, the adoption contract is an important part of that process. Sue quickly established a relationship with Lisa Molloy, Executive Director of ReRun Thoroughbred Adoption right from the beginning, with open communication about her equine experience, planned care for this new horse, and the features of her farm. Once the perfect horse was found for her, the signing of the adoption contract was effortless.

## The Contract



The Adoption contract is a legal document that spells out the obligations and expectations of everyone involved. A valid adoption contract should have at least **five** important elements (GFAS Standard P-1):

1. Details Regarding the Legal Transfer of Ownership. This can vary a great deal from rescue to rescue. Some equine organizations will transfer ownership (title and any registration papers) immediately, and others may not transfer legal ownership for a period which can vary from months to years. Some allow for a trial period, so adopters have a little time outside of the rescue environment to get to know their horse better.

2. Equine Care Requirements. As part of the application process, adoption personnel should already have learned much about the potential adopter's facility/farm and will have discussed with them best practices of equine care. These sections of an adoption contract provide useful reminders of good equine care and are often customized for the health needs of the adopter's specific horse. Consider this section of the contract as a mutual agreement to ensure the horse's wellbeing. As Sue remarked, "each line in the adoption contract was explained to her and most of it was an understanding of how to care for her chosen horse. It was simple and easy to read." To the extent known, an adopter should be given as much history as possible on their chosen horse but often little is known about a horse's background.
3. Follow-up on the Equine's Wellbeing. The contract should specify how and how often the adopter and organization will communicate in the future, ensuring the horse is doing well and the adopter has no questions about their care. This might include on-site inspections, submitting photos or simply posting updates on social media. The purpose is to keep the channels of communication open ensuring the highest probability of success. The adoption center should also request that they are notified of a change in address so they can continue to keep in contact.
4. Ensuring a Safety Net. It is hoped the new home for this horse will be for the lifetime of the horse. However, life happens, and horses are long lived animals. Adoption organizations understand that changes in life situations may make it impossible for an adopter to keep the horse, so reputable organizations will ask that they are contacted first when the equine in question, needs a new home. The adoption center may take the horse back directly or may assist the adopter with rehoming.
5. Prohibited Uses Clause. Rescue organizations are animal welfare organizations, so breeding is prohibited as well as equine activities considered detrimental to animal welfare such as racing or tripping. Included in this section is always a statement prohibiting the owner from selling or transferring the equine to auctions or slaughter.

Ideally, the adoption contract is meant to protect the equine but also the potential adopter. Lisa Malloy, Executive Director of ReRun, was recently asked about the importance of the adoption contract. "Honestly", she said, "The adoption contract plays several roles and I have different versions depending on the potential adopter." She explained that it is about matching the person and the horse. It is important to trust the potential adopter because it can be almost impossible to track a horse for its lifetime, particularly if it is young. People seldom keep young horses for their lifetimes, so it is important to take that into consideration in the adoption contract. Horses with special backgrounds, such as those related to a Kentucky Derby winner, are very desirable and likely to have more than one owner as well. It can be easy to lose track of these horses so the adoption contract must do all it can be keep these horses safe and prevent them from going to auction or slaughter.

## The Law

### Will an adoption contract hold up in a court of law?

Adoption contracts vary from a single page to several pages and the expectation is that every line is considered “law” binding. But is it? What parts of the contract would actually hold up in court?

This question was asked of Mary Dulka, formerly with The Animal Defense Partnership ([www.animaldefensepartnership.org](http://www.animaldefensepartnership.org)). “It depends”, said Mary Dulka. “Each situation is decided on its own merits, and of course, don’t forget the human elements of who the judge is; who the attorneys are, if any; and the rescue and adopter. A judge can decide to throw out certain parts of a contract that violate the law but enforce the remaining contract.”

#### Legal Complexities of Adoption Contract

- State and local laws dictate how enforceable an adoption contract will be.
- Transfer of ownership must be clear in contract or judge will decide.
- Organization retaining ownership increases subsequent liability. If the horse injures a person or property, the Adoption Center could be held liable.
- Each contract and situation will be decided on its own merits in a court of law.
- Co-ownership between rescue and adopter is accepted in few states. Usually in states with brand inspectors.

Ultimately, it is the **relationship** between the adopter and the equine adoption center that matters the most. The adoption contract is secondary and a tool that outlines agreed upon conditions of the adoption between the horse and the new owner. The adoption contract is a legal transfer of ownership but also a promise from the adopter that this horse will receive proper care and the adoption center will be kept in the loop. Keeping open communication between the adopter and the equine adoption center will go a long way with ensuring a successful future for the horse.

### Take Home Message

Christie Schulte Kappert wrote in the blog, My Right Horse ([My Right Horse - The Right Horse](#)), that a successful adoption hinges on **transparency**. The adoption agency must communicate honestly with the adopter, understand the adopter’s needs, and provide the best match possible.



*ReRun Adoption Center's Successful Adoptions courtesy of ReRun Inc., NY*

**Sources:**

Schulte Kappert, C. (2018, September) [My Right Horse - The Right Horse](#)

Global Federation of Animal Sanctuaries, Standards for Equine Rescues and Sanctuaries. (2020, May). [Equine-standards-2020.pdf \(sanctuaryfederation.org\)](#)

Holcomb, K., Stull C., & Kass, P.H., Characteristics of Relinquishing and Adoptive Owners of Horses Associated with U.S. Nonprofit Organizations. , (2012) *Journal of Applied Animal Welfare Science* (15) [Characteristics of Relinquishing and Adoptive Owners of Horses Associated With U.S. Nonprofit Equine Rescue Organizations: Journal of Applied Animal Welfare Science: Vol 15, No 1 \(tandfonline.com\)](#)

McGarity, K., 2021 Colorado State University Thesis [Key practices for success: a qualitative analysis of equine rescue and adoption practices \(mountainscholar.org\)](https://mountainscholar.org/)

Weiss, D., Dolan, E., Mohan-Gibbons, H., Gramann, S. & Slater M. (2017) Estimating the Availability of Potential Homes for Unwanted Horses in the United States. *Animals* 7 (53). [Animals | Free Full-Text | Estimating the Availability of Potential Homes for Unwanted Horses in the United States | HTML \(mdpi.com\)](#)