

## Clark County Executive Horse Council Equine Adoption Agreement

Clark County Executive Horse Council, its officers, directors, volunteers, and agents (“CCEHC”) and \_\_\_\_\_ (“Adopter”), for good and sufficient consideration in the form of payment of an adoption fee of \$ \_\_\_\_\_ and Adopter’s agreement to meet the following requirements for the life of the equine (“Equine”), enter into this Agreement for the adoption and transfer of ownership of Equine \_\_\_\_\_ (name) \_\_\_\_\_ (breed) \_\_\_\_\_ (age) \_\_\_\_\_ (color) \_\_\_\_\_ (distinguishing markings).

**BY SIGNING THIS FORM AND INITIALING EACH PROVISION, ADOPTER AGREES TO ADHERE TO EACH AND EVERY OF THE FOLLOWING PROVISIONS OR BE HELD IN MATERIAL BREACH OF CONTRACT, PERMITTING REPOSSESSION OF THE EQUINE AND PAYMENT OF COSTS AND REASONABLE ATTORNEY’S FEES INCURRED TO RECOVER THE EQUINE AND TO SATISFY ANY JUDGEMENT ENTERED AGAINST ME \_\_\_\_\_ (initials):**

1. I will allow a representative of CCEHC to investigate the premises where the Equine is kept at any given time, and to reclaim the animal with or without owner’s presence or permission, if, in the sole judgment of the representative, a-Equine is not being adequately cared for, b-I have not complied with any provision of this Agreement or any of the Addenda attached to this Agreement, or c-I have misrepresented any fact to CCEHC in completing any application or contract furnished by CCEHC. \_\_\_\_\_ (initials)
2. In the event that I fail or refuse to return Equine upon demand, the Adopter hereby agree to pay reasonable attorney’s fees and costs in the event an attorney is consulted by CCEHC to repossess the Equine (even if suit is not filed). \_\_\_\_\_ (initials)
3. I accept custody and responsibility as “owner” for this Equine as identified within the Clark County Code 8.01.020 and accept full legal and economic responsibility for Equine hereafter. This includes, among other expenses, all veterinary, farrier, and stabling bills. \_\_\_\_\_ (initials)
4. I agree to be solely and personally responsible for this animal and to indemnify and hold harmless CCEHC from any and all claims of liability for the conduct or condition of Equine after the date of this adoption. I understand that CCEHC is adopting out Equine to me “as-is”, with all faults, and no implied or express warranties of any kind. CCEHC will disclose any and all information that is known about Equine, but does not warrant health, temperament, age, etc. because of possible Equine history that is not disclosed to CCEHC. \_\_\_\_\_ (initials)
5. I agree to maintain Equine within the regulations, standards and guidelines for equine ownership, as identified within Title 8 Animals, Clark County Code. \_\_\_\_\_ (initials)
6. I shall make reasonable effort to provide a permanent home for Equine for the duration of its lifetime. I agree that Equine will not be used for research or other purposes not consistent with maintaining this Equine as a household animal. I shall not collect this equine, if intact, for artificial insemination nor stud him out; and if female, shall not have her impregnated. \_\_\_\_\_ (initials)
7. I will practice “good animal husbandry” according to accepted practices of veterinary medicine or animal husbandry so as not to be in violation of the Clark County Code Ordinance Section 8.11.070 and shall furnish appropriate housing, food, water, light, heat, humidity, exercise, and medical care for Equine in a devoted and humane manner. Such care includes acquiring the knowledge necessary to learn how to properly care for this kind of animal; providing a safe and secure environment which shall include but not be limited to safe, secure fencing; structured, safe shelter with ample room for movement, reclining and rising; safe turnout area; appropriate feed and clean water. If a representative of CCEHC finds that any or all of these criteria is not being properly met, the equine may be reclaimed.

8. I agree to pay an “adoption fee” prior to delivery of the Equine. **Adoption fee is non-refundable after 30 days.** \_\_\_\_\_ (initials)

9. Integration: This Agreement is fully integrated, meaning that it supersedes any and all prior representations or agreements.

10. Prohibition on Transfer: I agree that this Equine will not be gifted, sold, or otherwise transferred to any third party, nor will I attempt to gift, sell, or otherwise transfer to any third party.

Agreed:

Adopter (Print): \_\_\_\_\_

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

Telephone: \_\_\_\_\_

#1 Adopter Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CCEHC Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Personal References:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_

Relationship \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_

Relationship \_\_\_\_\_

Veterinarian \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_

Farrier \_\_\_\_\_

Phone# \_\_\_\_\_

Please return completed adoption contract to Pat Brown, 22601 NE 209<sup>th</sup> Street, Battle Ground, WA 98604



In addition to any other term of the Adoption Contract concerning Equine, during the first year of ownership, if for any reason I am unable or unwilling to further care for Equine or if I am unable to continue to care for Equine by providing sufficient quality food, hoof trims, veterinary checks, grooming, adequate shelter and turn out, or any other basic care item, then I agree to return Equine and surrender all ownership and possessory rights to the Clark County Executive Horse Council Adopt-a-Horse Program members, and pay a \$200 rehoming fee.

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Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

### **8.01.020 Definitions.**

As used in this title:

- (1) “Adult dog” means any dog having a set of permanent canine teeth, or past the age of six (6) months.
- (2) “Advisory board” means the animal protection and control advisory board created by Section [8.01.030](#).
- (3) “Agent” means any public or private establishment authorized by Clark County animal control to issue pet licenses.
- (4) “Animal” means any member of the classes reptile, bird or mammal, except man.
- (5) “Animal control department” means the Clark County animal protection and control department created by Section [8.01.040](#) to administer and enforce the provisions of this title and the laws of the state of Washington as they pertain to animal control and welfare. The term shall include such department’s duly authorized officers, employees and agents.
- (6) “Animal control officer” means any employee of the animal control department, and deputized by the Clark County sheriff for the limited purpose of enforcing this title and the laws of the state of Washington as they pertain to animal control and welfare.
- (7) “Animal shelter” means a facility which is used to house or contain stray, homeless, abandoned or unwanted animals, and which is owned, operated or maintained by a public body, an established humane society, animal welfare society, society for the prevention of cruelty to animals, or other nonprofit organization devoted to the welfare, protection, and humane treatment of animals.

- (8) “Board” means the board of county commissioners of Clark County.
- (9) “County” means the unincorporated area of Clark County, Washington.
- (10) “Dog rescue organization” is an individual or group of individuals that houses up to five (5) adult dogs to provide food, shelter, care, and possibly training until a permanent home is found. Rescue organizations are registered and approved through the SW WA Humane Society.
- (11) “Domestic animal” or “pet” means any animal, other than livestock, that lives and breeds in a tame condition. This generally refers to dogs, cats and some birds.
- (12) “Facility” means any premises used to conduct an animal shelter or animal-related business such as grooming, breeding, boarding, sale or training of domestic, exotic and/or guard animals, but excluding animal hospitals or clinics where animals are kept only for treatment by licensed veterinarians.
- (13) “Feral” means any animal, normally classified as domestic, which has escaped domestication and become wild.
- (14) “Grooming parlor” means any establishment where animals are bathed, clipped or combed for a valuable consideration for the purpose of enhancing their aesthetic value.
- (15) “Hybrid animal” is a cross between a wild animal and domestic or subspecies animal. For the purpose of this chapter, a hybrid animal that cannot be vaccinated for rabies by a licensed veterinarian in the state of Washington will be considered a wild animal.
- (16) “Kennel” means either (a) any premises used to conduct a commercial business involving the buying, selling, breeding for sale, letting for hire, boarding or training of dogs; (b) any premises at which ten (10) or more adult dogs are kept for any purpose, including animal shelters, but excluding animal hospitals or clinics where animals are kept only for treatment by licensed veterinarians; (c) any premises where offspring puppies or adult dogs are sold to commercial outlets or are sold for research or experimental purposes; (d) any premises where offspring from three (3) or more litters per twelve (12) month period are sold or traded, exchanged or bartered for a valuable consideration or joint ownership purpose; (e) any premises used as the location for the training of dogs for obedience, hunting, protection, etc. (if the address is different from the office address), or the premises are used as a combination office/training location, except, if the training site is property belonging to a recognized school district, municipal body or not-for-profit organization.
- (17) “Lawful” in regard to herding, hunting, competition or training means to be engaged in such activity on the property of another by permission, or, on public land that is set aside and/or open for such use.
- (18) “Leash” means a cord, thong, or chain not more than nine (9) feet in length by which an animal is physically controlled by the person accompanying it.
- (19) “License tag” or “tag” means a prenumbered identification license sold to an owner/custodian for a specific pet animal. Rabies identification or other identification may not be substituted or accepted in lieu of a license tag.
- (20) “Livestock” means any horse, mule, burro, dairy or beef animal, llama, goat, sheep, swine, rabbit and poultry.
- (21) “Owner” means any person possessing, harboring, keeping, having an interest in, or any person having control or custody of an animal. In a household setting, the owner is presumed to be the head of the household.
- (22) “Pack of dogs” means a group of three (3) or more dogs running upon lands, either public or private, not that of their owner, when such dogs are not restrained or under control.

- (23) "Person" means any individual, partnership, corporation or other legal entity.
- (24) "Pet shop" means an establishment where animals bred elsewhere are offered for sale to the public.
- (25) "Police dog" means a dog used by a law enforcement agency and specially trained for law enforcement work.
- (26) "Poultry" means all domesticated fowl and all game birds which are legally held in captivity.
- (27) "Running at large" means an animal off the owner's or guardian's residential property and not under physical control by leash, cord, chain, rope, cage or other suitable means of physical restraint.
- (28) "Stray" means any animal captured, impounded, or in the custody of animal control, its employees or agents, or at an area authorized by animal control to care for and keep custody of animals.
- (29) "Under control" means the voice, signal or physical control so as to be restrained from approaching a bystander, from entering private property, and from causing damage to property. An animal is presumed not to have been under control if injury, damage or trespass has occurred.
- (30) "Vicious" means showing a propensity without sufficient provocation to do any act which endangers the safety of persons, animals or property.
- (31) "Wild animal" means any animal, except livestock and domesticated animals, which due to its size, habits, natural propensities, training or instinct presents a danger or potential danger to human beings, animals or property. Also means any living vertebrate animal normally found in the wild state and for which there is no FDA-approved anti-rabies vaccination. (Sec. 1 of Res. 1981-04-108; amended by Sec. 2 of Res. 1984-12-65; amended by Sec. 1 of Ord. 1985-12-06; amended by Sec. 1 of Ord. 1986-10-49; amended by Sec. 1 of Ord. 1987-11-37; amended by Sec. 2 of Ord. 1993-08-13A; amended by Sec. 1 (Att. A) of Ord. 2009-03-02; amended by Sec. 1 (Att. A) of Ord. 2009-07-01; amended by Sec. 1 (Att. A) of Ord. 2012-02-03; amended by Sec. 1 of Ord. 2012-05-22)

### **8.11.070 Cruelty to animals.**

The following, singly or together, are deemed to constitute cruel treatment to animals. Therefore, it is unlawful for any person, firm, or corporation to:

- (1) Willfully and cruelly kill, injure, poison, torture or torment any animal;
- (2) Intentionally or negligently cause or allow any animal to endure pain, suffering or injury, or to fail or neglect to aid or attempt to alleviate pain, suffering or injury, including not providing needed veterinarian care, he has so caused to any animal;
- (3) Neglect or fail to provide minimum care to any animal within his care, custody or control. For the purpose of this section, "minimum care" means care sufficient to preserve the health and well-being of an animal and, except for emergencies or circumstances beyond the reasonable control of the owner, includes, but is not limited to, the following requirements:
  - (a) In each period of twenty-four (24) consecutive hours, food of sufficient quantity and quality to allow for normal growth or maintenance of body weight;
  - (b) In each period of twenty-four (24) consecutive hours, open or adequate access to potable water in sufficient quantity to satisfy the animal's needs. Neither snow nor ice is an adequate water source;
  - (c) In the case of pet or domestic animals, access to a barn, dog house or other enclosed structure sufficient to protect the animal from wind, rain, snow or sun, and which has adequate bedding to protect against cold and dampness;

- (d) In the case of livestock, protection from adverse environmental elements detrimental to the health and well-being of the animal;
- (e) Veterinary care deemed necessary by a reasonably prudent person to relieve distress from injury, neglect or disease;
- (f) Animals shall not be confined to an area without adequate space for exercise necessary for the health of the animal or which does not allow access to a dry place for the animals to rest. The air temperature in a confinement area must be suitable for the animal involved. The confinement area must be kept reasonably clean and free from excess waste or other contaminants which could affect the animal's health;
- (4) To leave a dog outdoors and unattended by use of a tether such as a chain, rope, cord, or other device used to tie an animal to a running cable or pulley system, or to a stationary object:
  - (a) For more than ten (10) hours within a twenty-four (24) hour period;
  - (b) During any inclement weather such as snow or freezing rain;
  - (c) When the tether is less than five (5) times the length of the dog (from the tip of its nose to the base of its tail), or a minimum of ten (10) feet and of sufficient weight not to put undue drag on the dog;
  - (d) When the tether is used as a restraint for more than one dog at the same time;
  - (e) That restricts the dog's access to adequate shelter and shade;
  - (f) That renders the dog incapable of consuming fresh food and water provided for it; and
  - (g) That gives the dog any access to any public right-of-way.

Any tether, fastener, chain, tie or other restraint permissible under this section must be attached to a properly fitted body harness with enough room between the collar and the dog's throat through which two (2) fingers may fit. Choke, pinch or prong type collars may not be used for tethering, fastening, chaining, tying or otherwise restraining a dog.

Nothing in this section shall prevent the tethering or otherwise restraining of a dog pursuant to the requirements of a camping or recreational area; or the tethering or otherwise restraining of a dog while engaged in, or training for, an activity related to use of the dog as a service dog or by any military or law enforcement agency;

- (5) Abandon any animal by dropping off or leaving said animal on the street, road, or highway, or in a public place, or the private property of another person, firm or corporation;
- (6) Confine an animal within or on a motor vehicle or other enclosure or structure when unattended and under such conditions as may endanger the health and well-being of the animal. Such conditions include, but are not limited to, dangerous temperature, lack of food or water, and confinement with a vicious animal;
- (7) Knowingly place food of any description containing poisonous or other injurious ingredients in any area reasonably likely to be accessible to domesticated animals or livestock;
- (8) Knowingly and intentionally, whether for amusement of self or others, or for financial gain, cause any animal to fight or injure any other animal, cause it to be fought or injured by any animal, or train or keep for the purpose of training any animal with the intent that the animal shall be exhibited combatively with any other animal. Anyone who permits such conduct on premises under that person's control, and any person present as a spectator at that exhibition, shall be considered a violator of this subsection and subject to punishment upon conviction;

- (9) Transport or confine any living animal on the outside part of a motor vehicle except when attached to or enclosed in the vehicle by a harness, leash, cage or other enclosure which protects the animal from falling or being thrown from the vehicle and which prevents the animal from leaving the vehicle while unattended. The outside part of a motor vehicle includes the running board, fender or hood of any motor vehicle or the flatbed of a truck and/or the open portion (bed) of a pickup truck;
- (10) Sell or offer for sale or to give away, or display any living baby rabbits, chicks, ducklings or other fowl which have been dyed, colored or otherwise treated so as to have an artificial color;
- (11) Abandon or transfer to another person by gift, sale or exchange for consideration any animal while on public property;
- (12) Trap any domestic animal with a device other than a humane live animal trap.

Any practice of good animal husbandry is not a violation of this section. "Good animal husbandry" includes, but is not limited to, the dehorning of cattle, the docking of horses, sheep or swine, and the castration or neutering of livestock, according to accepted practices of veterinary medicine or animal husbandry. (Sec. 1 of Res. 1981-04-108; amended by Sec. 26 of Res. 1984-12-65; amended by Sec. 4 of Ord. 1986-10-49; amended by Sec. 1 (Att. A) of Ord. 2009-07-01; amended by Sec. 2 of Ord. 2012-05-22)