

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
**ADOPTION INCENTIVE AGREEMENT**

NOTE: THIS IS A  
CONTRACT, RETAIN  
WITH OTHER LEGAL  
RECORDS.

|  |  |  |                  |  |               |  |  |
|--|--|--|------------------|--|---------------|--|--|
| Adopter's First Name:  |  | Middle Name:                           |                  |  | Last Name:    |  |  |
| Address:   |  |  | City:            |  | State:        |  |  |
| Zip Code:  |  |  | Email Address:   |  |               |  |  |
| <u>Animal Identification</u><br><i>(Freezemark/Signalment Key)</i> |  | Incentive<br>Amount (1 <sup>st</sup> ) | Adoption<br>Date | Incentive<br>Amount (2 <sup>nd</sup> ) | Title<br>Date | Cost Code                                | Source Year: _____ <i>BLM USE ONLY</i> |
| #1   |  | \$                                     |                  | \$                                     |               | LLWO260000 L10600000.HG0000 LXSIADOPTWHB |  |
| #2   |  | \$                                     |                  | \$                                     |               | LLWO260000 L10600000.HG0000 LXSIADOPTWHB |  |
| #3   |  | \$                                     |                  | \$                                     |               | LLWO260000 L10600000.HG0000 LXSIADOPTWHB |  |
| #4   |  | \$                                     |                  | \$                                     |               | LLWO260000 L10600000.HG0000 LXSIADOPTWHB |  |

I \_\_\_\_\_ choose to **opt out** of the BLM adoption incentive program and forfeit/waive any incentive payments from the BLM.

**OR**

**Please initial the terms below for all wild horses and burros adopted under this BLM Adoption Incentive Agreement.**

\_\_\_\_\_ I have read and understand the terms of adoption and prohibited acts.

\_\_\_\_\_ I understand that I can adopt four animals through the BLM adoption incentive program within 12 months.

\_\_\_\_\_ In accordance with the terms of adoption, I authorize BLM employees and other BLM approved individuals to conduct compliance inspections on adopted animals participating in the incentive program.

\_\_\_\_\_ I understand I will lose my eligibility to participate in the adoption incentive program in the future if I return two or more animals within any 12 month period.

\_\_\_\_\_ I hereby authorize electronic funds transfers to my account at the financial institution provided. **NOTE: All incentive payments are made via electronic funds transfer.**

\_\_\_\_\_ I understand that I become eligible to receive (i) a first adoption incentive payment of \$500 within 60 days of the adoption date by submitting the Adoption Incentive Agreement (4710-25), ACH Form (SF 3881) and taking possession of a wild horse or burro through the BLM's adoption program; and (ii) a second adoption incentive payment of \$500 within 60 days of the title date by submitting the Adoption Incentive Agreement (4710-25), ACH Form (SF 3881), a completed Title Application (4710-18) and satisfying the Title Qualifications listed on page 2.

\_\_\_\_\_ I certify that I am not a BLM employee, immediate family member (spouse, domestic partner, cohabitant, child, stepchild, grandchild, parent, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, great grandparent, aunt, uncle, niece, nephew, or first cousin (that is, a child of an aunt or uncle), sibling, half-sibling, stepsibling, brother-in-law, sister-in-law, including adoptive relationships) of a BLM employee or individual, family member of an individual, or organization receiving BLM funds either through a contract or agreement.

I \_\_\_\_\_ (Print Name) understand that failure to comply with the following terms may result in the cancellation of this BLM Adoption Incentive Agreement, repossession of the animals, disapproval of request for adoption of additional animals as well as eligibility to participate in the BLM adoption incentive program. **I further understand that in the event any of the above actions results in a financial liability to BLM, the BLM will pursue collection from me by all appropriate methods, in accordance with the Federal Claims Collection Act and the Debt Collection Improvement Act (DCIA) of 1996 (31 U.S.C 3701 et seq).**

\_\_\_\_\_ Under penalty of prosecution for violating 18 U.S.C. 1001, which makes it a Federal crime to make false statements to any agency of the United States, I hereby certify that I will provide humane care for any animals that I adopt and will not sell or transfer ownership of them to any person or organization that intends to resell, trade, or give away such animals for slaughter or processing into commercial products.

Adopter Signature: \_\_\_\_\_ BLM authorized officer: \_\_\_\_\_

## PROHIBITED ACTS

- (a) Maliciously or negligently injuring or harassing a wild horse or burro;
- (b) Removing or attempting to remove a wild horse or burro from the public lands without authorization from the BLM;
- (c) Destroying a wild horse or burro without authorization from the BLM, except as an act of mercy;
- (d) Selling or attempting to sell a wild horse or burro or its remains;
- (e) Commercially exploiting a wild horse or burro;
- (f) Treating a wild horse or burro inhumanely;
- (g) Violating a term or condition of the Private Care and Maintenance Agreement;
- (h) Branding a wild horse or burro;
- (i) Removing or altering a freeze mark on a wild horse or burro;
- (j) Violating an order, term, or condition established by the BLM under this part.

Any person who commits a prohibited act is subject to a fine of not more than \$2,000 or imprisonment for not more than one year, or both, for each violation.

## TERMS OF ADOPTION

The following terms apply to all wild horses and burros adopted under the Private Maintenance and Care Agreement:

- (a) Adopters are financially responsible for providing proper care;
- (b) Adopters are responsible, as provided by State law, for any personal injury, property damage, or death caused by animals in their care, for pursuing animals that escape or stray, and for costs of recapture;
- (c) Adopters must not transfer animals for more than 30 days to another location or to the care of another individual without the prior approval of the BLM;
- (d) Adopters must make animals available for physical inspection within 7 days of receipt of a written request by the BLM;
- (e) Adopters must notify the BLM within 7 days of discovery of an animal's death, theft or escape;
- (f) Adopters must notify the BLM within 30 days of any change in the adopter's address;
- (g) Adopters must dispose of remains in accordance with applicable sanitation laws;

- (h) Title will remain with the Federal Government for at least 1 year after the Private Maintenance and Care Agreement is executed and until a Certificate of Title is issued by the BLM;
- (i) Adoption fees are non-refundable; and
- (j) Adopters are entitled to a replacement, if, within 6 months of the adoption date, the animal dies or is required to be destroyed due to a condition that existed at the time of adoption and if the adopter provides a veterinarian statement that certifies that reasonable care would not have corrected the condition. All replacement animals will be handled as a refund (completed within 2 weeks of notification), or a voucher for a replacement animal will be provided. A voucher is non-refundable; is valid for six months; can be applied to more than one animal; is non-transferable; has to be redeemed at the same type of event as the original adoption; and does not give the adopter any kind of preferential treatment. Additionally, the amount of the voucher has to be redeemed all at once; non-used funds are forfeited; and bids above the voucher amount are due in full at the time of the adoption. This policy will only apply to replacement animals, and not repossessions or reassignments.

## INCENTIVE PAYMENTS & TITLE QUALIFICATIONS

Applicants participating in the BLM Adoption Incentive Program are required to comply with the Terms of Adoption identified above.

In order to receive the 1<sup>st</sup> incentive payment, adopters are required to submit an Adoption Incentive Agreement (4710-25) and the ACH Form (SF 3881) provided.

In order to receive the 2<sup>nd</sup> incentive payment, adopters are required to submit an Adoption Incentive Agreement (4710-25), the ACH form (SF 3881) and a completed Title Application (4710-18) per adopted animal.

If required documentation has been received, incentive payments should be expected within 60 days of both adoption and title dates.

A person may receive title to as many as four (4) wild horses or burros per 12 month period provided the following qualifications are met:

- (1) The applicant has had the horses or burros assigned by a Private Maintenance and Care Agreement for a minimum of 12 months.
- (2) At the end of the 12 month period, the applicant has submitted written certification of a qualified individual attesting, to the best of his/her knowledge, that the adopted animals are receiving proper care.

## NOTICE

The Privacy Act and the regulation at 43 CFR 2.48 (d) require that you will be furnished the following information in connection with information required by this application.

**AUTHORITY:** 16 U.S.C. 1333 and 31 U.S.C. 7701.

**PRINCIPAL PURPOSE:** The BLM will use this information to process your adoption incentive agreement for wild horses or burros. BLM will use your financial information, driver's license and social security numbers for debt collection purposes under the authority of the Debt Collection Improvement Act, 31 U.S.C. 7701.

**ROUTINE USES:** The primary uses of the information are to:

- (1) Identify individuals who have applied to obtain custody of a wild horse or burro through adoption or sale;
- (2) Document the rejection, suspension, or granting of the request for adoption or sale;

- (3) Monitor compliance with laws / regulations concerning maintenance of adopted animals;
- (4) Identify contractors / employees / volunteers / service providers required to perform program functions;
- (5) Provide necessary program management information to other agencies involved in management of wild horses and burros on public lands, i.e., the U.S. Forest Service (USFS) and the Animal and Plant Health Inspection Service (APHIS);
- (6) Identify and assign level of system access required by BLM, USFS and APHIS wild horse and burros program personnel; and
- (7) Authorize the disclosure of records to individuals involved in responding to a breach of Federal data.

**EFFECT OF NOT PROVIDING INFORMATION:** Submission of the requested information is necessary to obtain or retain a benefit. Failure to submit all of the requested information or to complete this form may result in the rejection and/or denial of your application.