

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FOR FURTHER INFORMATION CONTACT:

**PRIVATE MAINTENANCE AND CARE AGREEMENT
FOR WILD HORSE(S) OR BURRO(S)**

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

ADOPTER'S LAST NAME FIRST M.I.

STREET ADDRESS OR P.O. BOX (P.O. Box Address requires physical facility address below)

CITY STATE/PROVINCE ZIP CODE

DRIVER'S LICENSE NO. STATE/PROVINCE BIRTH DATE SSN/TIN (Taxpayer ID Number)

HOME PHONE (Include area code) ALTERNATE PHONE (Include area code) E-MAIL ADDRESS

and the Bureau of Land Management for the United States of America for and in consideration of the mutual benefits hereunder, and in accordance with Public Law 92-195, Sec. 3(b), do enter into this agreement for the maintenance, protection, and the welfare of wild horses and burros

Animals listed below have been declared excess and available for private maintenance in accordance with 43 CFR 4720.1(b):

FREEZEMARK	SIGNALMENT KEY	ADOPTION FEE CODE	ADOPTION FEE	ADOPTION FEE CODES
1				CO Competitive NC Noncompetitive
2				RC Reduced Competitive RN Reduced Noncompetitive
3				RE Reassignment OF Orphan Foal
4				VO Voucher VP Voucher Plus

Care facility owner and location if the animal(s) will not be kept at the adopter's address:

OWNER'S LAST NAME DAYTIME PHONE (Include area code)

FACILITY ADDRESS

CITY STATE/PROVINCE ZIP CODE

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 knowingly sell or transfer ownership of them to any person or organization that intends to resell, trade, give away such animals for slaughter or processing into commercial products, or commit any other prohibited act listed in 43 C.F.R. 4770.1. I understand that any false statement or false claim made by me in connection with this Private Maintenance and Care Agreement can result in criminal and/or civil and/or administrative penalties.

THE UNITED STATES OF AMERICA

State of _____

By _____

Signature of Adopter Date

Signature of Authorized Officer

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212 make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representation as to any matter within its jurisdiction.

ADOPTION SITE CODES
(Choose One)

Adoption Location (Office/Facility Code)

- A - Adoption Event
- D - Satellite Downlink
- F - Field Capture Site
- M - Maintenance Facility
- I - Internet Adoption
- P - Preparation Facility
- S - Sanctuary
- R - Reassignment

Adoption Date

TERMS OF ADOPTION

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

- (a) Adopter must be 18 years of age or older;
- (b) Adopters are financially responsible for providing proper care;
- (c) 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;
- (d) Adopters shall not transfer animals for more than 30 days to another location or to the care of another individual without the prior approval of the authorized officer;
- (e) Adopters shall make animals available for physical inspection within 7 days of receipt of a written request by the authorized officer;
- (f) Adopters shall notify the authorized officer within 7 days of discovery of an animal's death, theft or escape;
- (g) Adopters shall notify the authorized officer within 30 days of any change in the adopter's address;
- (h) Adopters shall dispose of remains in accordance with applicable sanitation laws; and
- (i) Title shall 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 authorized officer.

- (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 replacements will be handled as a refund (completed within 2 weeks of notification) or a voucher for a replacement animal. A voucher is non-refundable; has a shelf-life of 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 one time; 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.

Failure to comply with these terms may result in the cancellation of the agreement, repossession of the animals, and disapproval of requests for adoption of additional animals. In addition, violation of any term of a Private Maintenance and Care Agreement is a prohibited act. Any person who commits a prohibited act shall be subject to a fine of not more than \$2,000 or imprisonment for not more than one year, or both, for each violation.

PROHIBITED ACTS

- (a) Maliciously or negligently injuring or harassing a wild horse or burro;
- (b) Treating a wild horse or burro inhumanely;
- (c) Removing or attempting to remove a wild horse or burro from the public lands without authorization from the authorized officer;
- (d) Destroying a wild horse or burro without authorization from the authorized officer, except as an act of mercy;
- (e) Selling or attempting to sell a wild horse or burro or its remains;

- (f) Branding a wild horse or burro;
- (g) Removing or altering a freeze mark on a wild horse or burro;
- (h) Violating an order, term, or condition established by the authorized officer under this part;
- (i) Commercially exploiting a wild horse or burro;

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

TITLE QUALIFICATIONS

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:

The applicant has had the horses or burros assigned by a Private Maintenance and Care Agreement for a minimum of 12 months.

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 of 1974 and the regulations at 43 CFR 2.48 (d) provide that you be furnished the following information in connection with information required by this agreement.

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

PRINCIPAL PURPOSE: The BLM will use this information to process your agreement for private maintenance and care of wild horses or burros. BLM will use your driver's license and social

security numbers for debt collection purposes under the authority of the Debt Collection Act, 31 U.S.C. 7700 et seq.

ROUTINE USES: Information will be disclosed in accordance with the provisions of 43 CFR 2.56(c).

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of social security number is mandatory for Debt Collection Improvement Act purposes. Disclosure of all other information is required to obtain a benefit, (i.e., adopt a wild horse or burro).

NOTE: If your driver's license and Social Security Number are identical, you need only report your driver's license number.

This form does not constitute an information collection as defined by 44 U.S.C. 3502 and therefore does not require OMB approval.