UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

2

RC Reduced Competitive

3

RE Reassignment

4

RN Reduced Noncompetitive

VO Voucher

OF Orphan Foal

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.

Signature of Adopter

Date

Signature of Authorized Officer

State of

By

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)

Adoption Date

A - Adoption Event

D - Satellite Downlink

F - Field Capture Site

M - Maintenance Facility

I - Internet Adoption

P - Preparation Facility

S - Sanctuary

R - Reassignment

(Form 4710-9)
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.

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

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 2.223 (d) provide that you be furnished the following information in connection with information required by this agreement.


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 2.231(b) and (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.