

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0042
Expires: February 28, 2021

APPLICATION FOR ADOPTION & SALE OF WILD HORSES OR BURROS

Instructions

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| <p>1. Carefully read the PROHIBITED ACTS and TERMS OF ADOPTION printed on page 3.</p> <p>2. Read the information provided in the WH&B "How-To-Guide" pamphlet.</p> | <p>3. Submit your completed Application for Adoption & Sale of Wild Horse(s) or Burro(s) to a Bureau of Land Management (BLM) staff member or send to the office serving your State. (For correct address information, refer to the WH&B pamphlet "How-To-Guide" or take it to an adoption event.).</p> |
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Applicant Information (REQUIRED)

TODAY I AM:

Purchasing:
Complete section 1 only

Adopting:
Complete section 2 & 3 only

Both:
Complete sections 1, 2 & 3

How many animals are you requesting? (Provide quantity by age range): _____ 1 to 4 Years Old _____ 5 & Older

How many of each species? Horses: _____ Female _____ Male Burros: _____ Female _____ Male

Are you requesting a specific animal? Tag #: _____ Tag #: _____ Tag #: _____ Tag #: _____

Applicant Full Name: _____

Animal Group/Organization Name: _____

Personal Address/P.O. Box: _____

POC: _____

(P.O. Box Address requires physical address on page 2)

Tax ID/FEIN #: _____

City: _____ State: _____ Zip: _____

Address of housed animals: _____

Home/Cell Phone: _____ Alternate Phone: _____

City: _____ State: _____ Zip: _____

Primary Phone: _____

Email: _____

Email: _____

Section 1—Purchase

Will you have someone else responsible for the care of the animals? No Yes: _____
(If yes, include name, address, phone numbers, and e-mail address)

Have you previously purchased animals within the last 6 months No Yes, If so how many _____

Does your facility provide adequate feed and water? No Yes
(Facility refers to an enclosed area such as a corral, barn, stall, etc. Materials used may include: pipe panels, wood post, planks, horse fence, etc. Facility may also be a pasture, however must be suitable for maintaining animals. Feed may be hay, grass or supplemental. Water source may be natural, tank, pond or well)

Do you have a veterinarian available to provide care _____
for your wild horses and/or wild burros? No Yes: _____
(If yes, include name, address, phone numbers, and e-mail address) _____

When the Bureau of Land Management (BLM) sells a wild horse or burro, the animal is no longer considered a wild free-roaming horse or burro under the Wild Free-Roaming Horses and Burros Act, 16 U.S.C. 1331 et seq. Purchased animals cannot be returned to the public lands unless the BLM has issued a permit or otherwise authorized the purchaser to do so, such as through a livestock grazing or recreational permit. By applying to purchase wild horses and/or burros, I understand the financial commitment to care for such animals. 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 purchase 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. I understand that any false or false claim made by me in connection with this purchase can result in criminal and/or civil and/or administrative penalties. I have read the above statement, understand the terms of this agreement, and agree to comply with them.

Purchaser's Signature: _____ Date: _____

Congratulations on your new purchased Animal! Additional Questions? Contact BLM for more information.

Section 2-Adoption

Driver's Lic. or ID # and State Abbr.: _____ | _____ DOB: _____ Social Security/TAX ID #: _____
MM/DD/YYYY

Describe your existing facility, resources, and transportation:

(Facility refers to an enclosed area such as a corral, barn, stall, etc. Materials used may include: pipe panels, wood post, planks, horse fence, etc.)

a) Corral:

Dimensions-Length: _____ Width: _____ Height of Corral: _____
Gate Height: _____ Gate Width: _____
Materials used in Corral: _____ Materials used in Gate _____

b) Shelter: (For minimum shelter requirements by state see page 5)

Type of Shelter: _____ Materials used in Shelter (If Applicable): _____
Length: _____ Width: _____ Included within corral sq. footage? Yes No
Attached to Corral? Yes No If not attached, how is it accessible? _____

c) Feed:

Type of Hay or Pasture: _____ Supplemental Feed: _____ Amount per day: _____

d) Water:

Is there access to a water source?: Yes No
If yes, select your water source: Well City Automatic Water Other: _____

e) Trailer:

Type of trailer: Stock Horse Homemade Capacity (No. of animals): _____
Dividers?:* Yes No If yes, can they be tied or folded back? Yes No
Number of rear doors: 1 2 Rear Doors: Full Height Half Height Ramp:** Yes No
Is trailer covered?: Yes No Does trailer have a solid top? Yes No
If not, describe the type of cover?: _____

* Some ages and species of animal are not normally loaded and/or hauled together and may require divisions within the trailer.

** Animals are not loaded into a trailer with a ramp, unless the ramp is a secondary door.

Have you ever been convicted of abuse or inhumane treatment of animals or found to be in violation of the Wild Free Roaming Horse and Burro Act or the Wild Horse and Burro Regulations? Yes No

Have you previously adopted animals through the Wild Horse and Burro Program? Yes No
If your answer is yes, are these animals titled? Yes No How many untitled animals do you have? _____

Will more than four untitled animals be at the location described on the application? Yes No

Have you ever adopted under a different last name? Yes No If yes, what other name was used? _____

Section 3-Adoption

| | | | |
|------------------------|--------------------------------|-------|----------|
| Physical Address | City | State | Zip Code |
| Property Owner(s) Name | Property Owner(s) Phone Number | | |

LOCATION OF ADOPTED ANIMALS

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| Draw a map of the location where adopted animal(s) will be housed (from the nearest major highway) & provide directions to your location using the lines below. | Draw a layout of the corral(s) and shelter(s) & provide a brief description using the lines below. |
| N | N |

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 BLM;
 - (d) Destroying a wild horse or burro without authorization from the BLM, 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 BLM under this part;
 - (i) Commercially exploiting a wild horse or burro;
- 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) 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 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;
- (e) Adopters must make animals available for physical inspection within 7 days of receipt of a written request by the BLM;
- (f) Adopters must notify the BLM within 7 days of discovery of an animal's death, theft or escape;
- (g) Adopters must notify the BLM within 30 days of any change in the adopter's address;
- (h) Adopters must dispose of remains in accordance with applicable sanitation laws; and
- (i) 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;
- (j) Adoption fees are non-refundable; and
- (k) 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.

I have read and understand the above TERMS OF THE ADOPTION and PROHIBITED ACTIONS.

(Applicant's Signature)

(Date)

By applying to adopt wild horses or burros, I understand the financial commitment to care for such animals. 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, or commit any other prohibited act listed in 43 C.F.R. 4770.1. I understand that any false or false claim made by me in connection with this adoption can result in criminal and/or civil and/or administrative penalties.

I have read the above statement, understand the terms of this agreement and agree to comply with them.

(Applicant's Signature)

(Date)

BLM USE ONLY

Adoption applicant is approved for:

_____ No. of Burros _____ No. of Horses Younger than 18 mos. _____ No. of Trained Animals
 _____ No. of Horses Older than 18 mos.
 _____ Total No. of Animals Approved for Adopter's Facility

Adoption applicant Disapproved (Disapproval will be accompanied by a decision letter to the applicant with appeal rights.)

(BLM Official's Signature)

(BLM Official's Printed Name)

(Office)

(Date)

****This application expires one year after the date of approval by the BLM Official's Signature****

NOTICES

The Privacy Act and the regulation at 43 CFR 2.48 (d) require that you 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 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 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.

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.) requires us to inform you that:

The BLM collects this information in accordance with the statutes and regulations listed above, and for the purposes listed above.

Submission of the requested information is necessary to obtain or retain a benefit. You do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

List of Minimum Shelter Requirements by State:

| STATE | MINIMUM REQUIREMENT* | EXAMPLE |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| Colorado, Idaho, Kansas, Nevada, New Mexico, Oklahoma, Oregon/Washington (east of the Cascade Mountains), Texas, Utah | Shelter shall be available to mitigate the effects of inclement weather and temperature extremes. The requirement is at the discretion of the authorized officer and will vary dependent on the severity of weather in the region. | Natural cover (tree, etc.) or man-made structure (plywood or other material on side of corral, stall, etc.) |
| Nebraska, Wyoming | Natural cover or man-made structure that provides a wind break. | Tree (etc.) or structure with a side (plywood on side of corral, stall, etc.) |
| Alabama, Arizona, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Virginia | Natural cover or man-made structure that provides shade. | Tree (etc.) or structure with a roof (wood, metal, etc.) |
| California, Oregon/Washington (west of the Cascade Mountains) | A two (2)-sided shelter with a roof. | Structure with sides and a roof (wood, metal, etc.) |
| Alaska, Connecticut, Delaware, Illinois, Indiana, Iowa, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, New Hampshire, New Jersey, New York, North Dakota, Ohio, Pennsylvania, Rhode Island, South Dakota, Vermont, West Virginia, and Wisconsin | A three (3)-sided shelter with a roof. Heated water source (Alaska only). | Structure with sides, a back, and a roof (wood, metal, etc.) |

*These requirements are in addition to state, county, and local animal health and welfare laws and regulations for the area the animal resides.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0042), Bureau Information Collection Clearance Officer, (WO-630), 1849 C Street, N.W., Washington, D.C. 20240.