



WHO WE ARE

501(c)(3)

Tennessee's oldest and largest equine welfare organization

NO CHARGE to Tennessee counties for our services

WHAT WE DO

- Rescue equine from cruel or dangerous situations
- Provide shelter, care, rehabilitation, and adoption for abused and neglected equine
- Assist law enforcement with investigations and court preparation

- Educate owners on compassion and responsible equine ownership
- Heighten public awareness about abuse and neglect of equine
- Provide education to those who handle cruelty & neglect calls and other equine emergencies within their county.

HHT **DOES NOT** charge the counties for their services

HELP US HELP YOU

We can help with: We are here to assist and help you by offering shelter and care for confiscated equine, maintain records for court cases, provide expert witnesses, and provide a rehoming program for equine that are surrendered following or during a court case. We have two staff members who have been certified as cruelty investigators by the University of Missouri, Columbia School of Law Enforcement Training Institute and University Extension

What we ask in return: We will ask that a **Care Bond** (TN Code 34-14-210 (g)) is petitioned of the courts for us, and in the event the animals are not surrendered, HHT will request help with placing a lien on the animals as allowed by TN Code 39-14-210 (e) at the end of trial. These requests do not cost the counties any money. HHT prefers to forgo a lien in exchange for the safety and wellbeing of the animals, while working toward a quick resolution to the case. We ask that the animals be transferred to HHT for placement if the judge's ruling is to remove them from the owner. This keeps the animals from being placed on the public auction block and insures that they do not end up back in the hands of the abuser.

What we do: During the court proceedings HHT will care for and document each animal to help prove your case of animal abuse/neglect

at our expense. Along with providing veterinary care our investigators are able to testify in court as professionals to help make a stronger case. We ask in return that you work with us to secure the paperwork needed (which we provide) to an Owner for Surrender, a Care Bond or Forfeiture. These are explained below:

1) **The 90 day Custody Transfer** is for animals we may pick up that we will be holding for the counties while the animals proceed through court due to prosecution if the owner doesn't surrender them first. After 90 days, HHT reserves the right to request a new custody transfer agreement.

2) **The Care Bond Petition** is what you will give the DA to turn into the Judge for arraignment so a bond can be placed on the animals to help with their financial care while awaiting a trial. The Care Bond was established to help lower the burden on the animal welfare organization providing the care for the animals while they are being held as evidence. Two examples are in this packet.

3) **Care Bond Reasonable Break Down** shows the judge why the amount we have asked for to help maintain the animals is a cost that is reasonable. If an owner is not providing proper care for their animals and cannot afford a minimal fee to help maintain them. When they do not post the required bond in 10 days, these animals are still considered evidence but are surrendered to allow more intense attention by the welfare organization caring for them. Studs can be gelded and the training evaluations can begin. It gets the animal out of limbo while awaiting a court outcome. We explain this to the owner and have them sign off at the bottom of the form so they understand this is something we are asking of them. This is a way to ensure that they know it might cost them to help with the animal's care. This helps from time to time to convince the owners who know they have been neglecting their animals to surrender the animals immediately.

4) **Care Bond** law (attached) is used to explain to the judge the purpose

of a care bond and why it is requested. These cases can take a long time to finalize and the owner needs to help care for the animals financially. If they can't provide a bond it gets the animals out of limbo so they can be placed into new homes, but the prosecution would continue.

5) A Running At Large or Abandonment transfer. We will respond and take control of running at large or abandoned equine for your county. We will provide immediate and necessary care and hold the animal at no cost to the county for the required 30 days. If the animal is not claimed during the 30 days wait time, then we will include the animal in our adoption program for rehoming.

6) We offer a few different owner surrenders depending on the situation at hand. We feel it is only fair to the owners to offer them the opportunity to turn over ownership of animals they are not providing proper care for. We also explain to owners that while any animal is in our care we will be asking for a Care Bond from the courts and we will be posting a lien on the animals while this goes through court. We offer in return that if surrendered, we are willing to tell the judge that the owners felt it was in the best interest of the animal/s to surrender them into the care of Horse Haven of Tennessee. That is all we agree to do. This does not stop prosecution or charges by the county.

If you have any further questions, or would like for a HHT Field Agent to come and meet with your county officials to discuss our services further, please let us know. We also offer a training program to the counties, at no charge, which goes into detail on how to handle horse complaints, and what constitutes equine abuse and neglect. We are here for the counties and the horses. Our service is free and all we ask in return is your support to help horses in need. Animal abuse and neglect in Tennessee is a crime. The link between animal abuse and domestic violence is very

real, so please take any abuse or neglect case seriously.

Stephanie Solomon, Operations Manager
Horse Haven of Tennessee, Inc.

Contact: Horse Haven of TN (865) 609-4030



Equine Custody Transfer:

1

1

The below described animal/s are being released into the custody of Horse Haven of Tennessee, Inc. (HHT)

Horse Haven of Tennessee, Inc. was called upon to provide the necessary humane care needed for seized

animal/s that are being held as evidence in a pending animal cruelty case. I further understand this service will be offered at **no cost** to the county for the **first 90 days** as long as the below listed stipulations are inherited to.

After 90 days, HHT reserves the right to request a new custody transfer agreement between all parties which may require financial assistance for the care being provided to animals in their custody if the transfer is to remain in effect.

Stipulations: In exchange for providing care for this animal/s, I understand that I will instruct the District Attorney to request on behalf of Horse haven of Tennessee, Inc. from the courts;

- a) Horse Haven of Tennessee, Inc. receive the right to a \$80.00 every two weeks "Security Bond" per. horse (TCA 39-14-210), and if forfeited, immediate ownership go to Horse Haven of Tennessee, Inc.
- b) The opportunity to place the seized animal/s into Horse Haven of Tennessee, Inc. adoption program from the courts in the event that the court requires the owner relinquish ownership rights.
- c) Request from the courts, reasonable owner restitutions for care records provided by Horse Haven of Tennessee, Inc. for monies spent while in their custody. (TCA 39-14-210

(e))

Animal #1: _____ Animal #2: _____

Animal #3: _____ Animal #4: _____

INDEMNITY / HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the undersigned Organization/Individual agrees to indemnify and hold Horse Haven of Tennessee, Inc., its elected and appointed officers, directors, employees, volunteers, and others working on behalf of Horse Haven of Tennessee, Inc., harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, which may be sustained or claimed by any person, persons, or entity, including the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the Organization/Individual, or anyone acting on its behalf in connection with or incident to the:

seizure /confiscation / transfer of custody / surrender of ownership (circle all that apply) of the equines

previously owned or in the custody of _____ located at _____

in the County of _____, Tennessee and taken into custody by HHT on or about _____, 20_____.

The Organization/Individual shall, at its own cost and expense, defend any such claims and any suit, action, or proceeding which may be commenced thereunder, and the Organization/Individual shall pay any and all judgments

which may be recovered in any suit, action or proceeding, and any and all expense including, but not limited to, costs, attorney's fees and settlement expenses, which may be incurred therein.

Organization/Individual _____

Date: _____

Authorized Signature _____ Print: _____

Address _____ State: _____ Zip: _____

Phone _____ Email: _____

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IN THE GENERAL SESSIONS COURT FOR _____
COUNTY, TENNESSEE, AT county seat

STATE OF TENNESSEE

DOCKET# _____

REQUEST FOR A SECURITY BOND SET FOR THE CARE OF SEIZED
ANIMALS

The State respectfully requests this Honorable Court to require the Defendant to post a security bond for the care of animals seized as evidence in a pending animal cruelty case. The State relies upon TCA 39-14-210 (g) (copy attached) which provides for Your Honor to require the defendant to post this security bond within 10 days of the Court's order.

The security is intended to cover "reasonable expenses" including, but not necessarily limited to, "estimated costs of veterinary care and

treatment, estimated costs of boarding and otherwise caring for the animal.” The agency currently housing these animals may draw from this security only actual expenses as they occur and any remaining amount may be returned to the defendant when the criminal case is resolved. If the defendant does not pay the ordered security amount within 10 days of issuance, the animals seized are deemed forfeited and abandoned to the care of the State. The defendant may, at any time while this case is pending, forfeit the animals seized to the care of the State. The security requirement will be lifted for all expenses from that date forward. Neither the payment of the security nor the forfeiture of the animals seized is in any way an admission of wrong doing or guilt involving the pending criminal case. The two are separate in every way.

The Court will determine the amount of the security bond in this case based on information presented by the State and the Defendant at a hearing set at the earliest possible date. The Court will also determine the regularity of payments into this security. The State recommends the security be paid on the second and fourth Monday of every month and all calculations of reasonable expenses comply with that schedule as well.

Respectfully submitted by:

Assistant District Attorney General

_____, Tennessee

CERTIFICATE OF SERVICE: to the Defendant on

_____ by _____.

Motion to be heard on _____ at

_____.

The animals placed in the care of Horse Haven of Tennessee, Inc. by the _____ on _____ were lawfully seized from the defendant to assist

affiliate requesting HHT services

date

3

3

the animals, and preserve evidence for prosecution of this case. TCA 39-14-210 (f). At

the request of the _____, inspections by Agriculture Extension

affiliate requesting HHT services

Agent _____ and/or veterinarian Dr.

name

name

were performed as required by TCA 39-14-211. They found probable cause to believe that a violation of TCA 39-14-202 had occurred and recommended the animals be seized immediately to allow proper care be provided for the animals

For determining "reasonable expenses" for security bond:

(est. based on normal care for an animal already in good condition.)

1 - 50 lb bag of feed per week at \$14.42 x 52 weeks \$750

15 lbs of hay per day at \$1.75 x 365 days \$640

4 wormers per year at \$5 \$ 25

Coggins test & vaccines once per year \$125

Dental float once per year \$100

Farrier every 8 weeks \$240

Average veterinary care for 1 year \$200

\$2,080 per. Year = \$40.00 week

\$ 80.00 cost of care **for each horse** if paid in payments twice monthly

This amount **does not** include expenses incurred from the day of seizure to the current date nor does it include the board fee of \$5 - \$10 per day per horse that will be included in the restitution statement. It would be reasonable to believe the veterinary care amount will exceed \$200 per horse because of their poor condition while this case is pending. If the defendant does not wish to surrender the animals making it likely that a final disposition of this case will take several months.

The twice monthly security bond payments for _____ equine should total \$ _____

a) number of equine seized

a X \$77.50

based on the costs of care provided above and the number of animals seized.

Example: 3 horses seized. It will be 8 weeks before going to court. Care Bond payable within 10 days or owner automatically forfeits the animals would be - \$38.75 per. week X 3 horses = \$116.25. And then X 8 weeks = \$930 total Care Bond owed during that time frame.

Owner Signature: _____ Date: _____

Witness: _____ Date: _____

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4

Tennessee Code 39-14-210 (g)

(g) Any governmental animal control agency, law enforcement agency, or their designee into whose custody any animal victimized under this part is placed, may petition the court requesting that the person from whom the animal is seized, or the owner of the seized animal, be ordered to post security. The security shall be in an amount sufficient to secure payment of all reasonable expenses

expected to be incurred by the governmental animal control agency, law enforcement agency, or their designee in caring and providing for the animal pending disposition of the criminal charges.

Reasonable expenses include, but are not necessarily limited to, the estimated costs of veterinary care and treatment for the animal as well as the estimated costs of boarding and otherwise caring for the animal. The amount of security shall be determined by the court after taking into consideration all of the facts and circumstances of the case. If the posting of security is ordered pursuant to this subsection (g), then the governmental animal control agency, law enforcement agency, or their designee may draw from the security the actual costs incurred in caring and providing for the seized animal pending disposition of criminal charges. If the person from whom the animal is seized is the owner of the animal and the person has not posted the security ordered pursuant to this subsection (g) within ten (10) business days following the issuance of a security order, the animal shall be deemed to have been abandoned and shall be forfeited to the governmental animal control agency, law enforcement agency, or their designee for disposition in accordance with reasonable practices for the humane treatment of animals. However, if the person from whom the animal was seized is not the owner of

the animal and the person has not posted the court-ordered security within fifteen (15) days, the court shall order the governmental animal control agency, law enforcement agency, or their designee to make all reasonable efforts to determine who the owner of the animal is and to notify the owner of the pending proceeding. No animal shall be deemed to have been abandoned and forfeited to the governmental animal control agency, law enforcement agency, or their designee until reasonable attempts to determine and notify the owner have been made. If the owner of the animal cannot be located after reasonable efforts or the owner is located and notified but does not post, within ten (10) business days, the court-ordered security plus the costs reasonably incurred by the governmental animal control agency, law enforcement agency, or their designee for housing and caring for the animal since its seizure, the animal shall be deemed to have been abandoned and shall be forfeited to the governmental animal control agency, law enforcement agency, or their designee for disposition in accordance with reasonable practices for the humane treatment of animals. Nothing in this subsection (g) shall be construed to prevent the voluntary, permanent relinquishment of any animal by its owner to a governmental animal control agency, law enforcement agency, or their designee in lieu of posting security. The

voluntary relinquishment has
no effect on the outcome of the criminal charges.

SECTION 2. This act shall take effect July 1, 2013, the public welfare requiring it.



Equine Running at Large Transfer:

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The below described animal/s were found running at large in the county of _____ . This animal/s is being released into the custody of Horse Haven of Tennessee, Inc. (HHT) to provide the necessary humane care needed until an attempt is made by the signing Individual or Organization below to locate the owner. I understand this service to the county is being provided at **no cost** as long as the below listed stipulations are adhered to.

HHT reserves the right to request from the county a reasonable amount of financial assistance for the care being provided to the animal/s, starting from the date of pick up, if the below stipulations are not adhered to.

Stipulations: In exchange for providing care for this animal/s, I understand and adhere to the following request;

- a) I ensure that I will follow all laws regarding livestock running at large as put forth by TCA 44-8-401 thru 44-8-407 to try and find the owners of the animal/s in question. Which includes but limited to posting of notice in three (3) public places in the county, with one being the county courthouse door.
- b) I understand that HHT receives the right to reasonable cost for care and transportation from the owner, if an owner is found, and before it can be claimed.
- c) I understand that if an owner does not come forth or found after a reasonable time frame of thirty (30) days, HHT is allowed to place the animal/s immediately into their adoption program.

d) I further understand I will request from the courts, an immediate surrender into the custody of HHT if the animal is deemed dangerous or suffers from a medical condition that would possibly hinder the welfare of the animal, so the animal can be humanely euthanized and disposed of.

Animal #1: _____ Animal #2: _____

INDEMNITY / HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the undersigned Organization/Individual agrees to indemnify and hold Horse Haven of Tennessee, Inc., its elected and appointed officers, directors, employees, volunteers, and others working on behalf of Horse Haven of Tennessee, Inc., harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, which may be sustained or claimed by any person, persons, or entity, including the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the Organization/Individual, or anyone acting on its behalf in connection with or incident to the:

Animal/s found running at large on _____, 20_____. Location

_____ In the county of _____,

Tennessee and taken into

custody by Horse Haven of Tennessee, Inc. at the request of

The Organization/Individual shall, at its own cost and expense, defend any such claims and any suit, action, or proceeding which may be commenced thereunder, and the Organization/Individual shall pay any and all judgments which may be recovered in any suit, action or proceeding, and any and all expense including, but not limited to, costs, attorney's fees and settlement expenses, which may be incurred therein.

Organization/Individual _____

Date: _____

Authorized Signature _____ Print:

Address _____ State: _____ Zip:

Phone _____ Email:



Horse Haven of Tennessee, Inc.

Release of Ownership

I, _____ claim full ownership rights to the below listed horse/s, and that no liens encumber title to the horse/s, or that no other person, corporation, partnership or other entity has any right, title, claim or interest in, against or to this horse/s.

6

6

I hereby agree to relinquish all my ownership rights to the horse/s listed below on this date

_____ month _____ day _____

year *(List additional animals on the back of this form with owners initials)*

1) _____

2) _____

3) _____

4) _____

I understand by doing so, Horse Haven of Tennessee, Inc. will take over the responsibility to see the above listed animal/s receive appropriate care and humane treatment. If the animal/s is deemed unadoptable due to medical or temperamental difficulties I understand they may decide to have the animal/s humanely euthanized. I understand the above listed animal/s **will not be returned** into my custody at a later date and this is a **permanent surrender** of ownership. I further state this surrender agreement **was not** an offer I received in exchange for non-prosecution at a later date. I completely understand this surrender agreement and am signing it of my own free will.

Owner/s Signature:

Date: _____

Witnessed By:

Date: _____

If applicable: I further agree that I will not own or have on my property, any equine in the state of Tennessee for a minimum of _____ months from the date above of my signing.

Owners/s Signature:
