



Hearts of Horse Haven

Service Resource Packet



2018

Hearts of Horse Haven

Mission Statement:

To advocate for, educate and give hope to equine across the Volunteer State

Chartered as a 501c(3), Hearts of Horse Haven serves as an equine welfare organization in the Volunteer State with staff members that have over 20 years of experience dealing with equine welfare.

Our purpose is:

- Help define and provide solutions to problems that address animal welfare within the state.
- Assist legal council with case review and court preparation of animal cruelty cases.
- Offer assistance to equine owners in need.
- Provide solutions to equine owners going through unavoidable emergency type situations.
- Assist county officials with the care of equine that come into their custody.

Through the support from donors and others that agree with our mission we are able to provide these services at no charge.

What we can help with:

- a) Hearts of Horse Haven has certified equine investigators on our staff and are here to assist and help you build a stronger case when dealing with equine cruelty issues. We have the expertise and experience to help you build a strong case.
- b) Hearts of Horse Haven can provide the experience needed to help work alongside equine owners by providing assistance and education on proper equine care. We are all about working with and not against owners who want to be responsible equine owners.
- c) Hearts of Horse Haven can provide temporary housing for equine removed from owners due to animal abuse. We can also offer temporary housing for equine found running at large. These services are offered to the county at no charge.

What we ask in return: If the owners decide to surrender the equine before, during or after confiscation full ownership gets transferred to Hearts of Horse Haven so they can be placed into responsible, new homes under our protection.

What we do: During the court proceedings Hearts of Horse Haven will care for and maintain records on each animal to help with your court proceedings. They will be under veterinary care and our investigators are able to testify in court as professionals to help make a stronger case. Hearts of Horse Haven goes over and above to offer our assistance to help the animals we have been called in to assist.

If you have any further questions, or would like for a Hearts of Horse Haven representative to come and meet with your county officials to discuss our services further, please let us know. We also offer training programs to the counties, at no charge, which goes into detail on what constitutes animal abuse, proper equine handling and what to look for when investigating abuse calls. We are here for the counties and the horses.

Nina L. Margetson
President/Founder

(865) 573-8006 / emergency cell (865) 406-5762



Custody Transfer

The below described animal/s are being released into the custody of Hearts of Horse Haven, Inc. Hearts of Horse Haven, Inc. was called upon to provide the necessary humane care needed for the seized animal/s listed below that were removed by legal actions by the proper county officials.

Stipulations:

- a) in exchange for providing care for the animal/s, the requesting entity for assistance understands they will need to ensure a request from the courts will be made in favor of Hearts of Horse Haven, Inc. to receive the right to a \$147.50.00 per. month "Security Bond" per. horse (TCA 39-14-210) paid by the owners either through the courts or to Hearts of Horse haven directly, and if forfeited, immediate ownership goes to Hearts of Horse Haven, Inc.
- b) that the seized animal/s full ownership be transferred over to Hearts of Horse Haven, Inc. from the courts in the event that the court requires the owner relinquishes ownership rights.
- c) request from the courts for reasonable owner restitutions for care provided by Hearts of Horse Haven, Inc. for monies spent while in their custody. (TCA 39-14-210 (e))

Animal #1: _____ Animal #3: _____

Animal #2: _____ Animal #4: _____

Additional animals may be posted on the back of this document and initialed.

INDEMNITY / HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the undersigned Entity agrees to indemnify and hold Hearts of Horse Haven , Inc., its elected and appointed officers, directors, employees, volunteers, and others working on behalf of Hearts of Horse Haven, 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 removal or animals at the request of the entity requesting services. The undersigned Entity, at its own cost and expense, defend any such claims and any suit, action, or proceeding which may be commenced thereunder, and the Entity 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.

Reason for removal: **seizure /confiscation** **transfer of custody** **surrender of ownership**
(circle all that apply)

Animals being removed from the following address: _____

City: _____ State: _____ Zip: _____ DATE: _____

Current/previous owners name: (if known) _____

Was owner offered the opportunity to surrender? YES NO Hearts of Horse Haven, Inc. Representative _____

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Entity requesting assistance: \_\_\_\_\_ County of \_\_\_\_\_

Individual with authority to represent requesting entity: \_\_\_\_\_  
print

Authorized Signature \_\_\_\_\_ Contact #: \_\_\_\_\_

Phone \_\_\_\_\_ Email: \_\_\_\_\_

The animals removed are being placed into the care of Hearts of Horse Haven, Inc. They were lawfully seized from the defendant to assist the animals, and preserve evidence for prosecution of a case pertaining to animal cruelty. Probable cause to believe that a violation of TCA 39-14-202 has occurred and it is recommended the animals be seized immediately to allow proper care be provided for the animals until such a time as deemed by the courts they be returned or permanently removed.

Entity seizing the animals: \_\_\_\_\_ Date: \_\_\_\_\_

According to TCA 39-14-210(g) a security bond to help with the care of the animals will be requested from the courts during the time they are in custody awaiting a court outcome.

The following formula is used for determining "reasonable expenses" for a security bond:  
*(formula is based on the cost for normal care for an animal already **in good condition**. The final restitution requested from the court at the end of the proceedings may represent a higher amount due to the cost of daily board and any additional medical care required due to the poor condition of the animal on pick-up. It would be reasonable to believe the veterinary care amount will exceed \$100 per horse because of their poor condition while this case is pending.*

|                                                      |              |
|------------------------------------------------------|--------------|
| 1 - 50 lb bag of feed per week at \$18.00 x 52 weeks | \$936        |
| 15 lbs of hay per day at \$4 per .50lb bale          | \$480        |
| 4 wormers per year at \$5                            | \$ 20        |
| Coggins test once per year                           | \$ 25        |
| Dental float once per year                           | \$ 60        |
| Farrier every 8 - 10 weeks                           | \$150        |
| Average veterinary care for 1 year                   | <u>\$100</u> |

Est. \$1770 per. year

\$147.50 cost of care for **each horse** if paid monthly or \$73.75 twice monthly installments.

The requested, twice monthly security bond asked for will be;

Number of animals \_\_\_\_\_ X \$73.75 = \$\_\_\_\_\_ security bond twice monthly

*Example: 3 horses seized = \$73.75 X 3 = \$221.25 twice monthly = \$442.50 a month. According to TCA 39-14-210 a security bond would be payable within 15 days of bond judgment or owner would automatically forfeits the animals.*

\_\_\_\_\_ I was explained TCA 39-14-210(g) and understand a security bond will be requested of the courts.

\_\_\_\_\_ I claim full ownership to the above listed animals and have decided to surrender them at this time and understand by doing so, Hearts of Horse Haven will take over the responsibility to see the above listed horse/s receive appropriate care and humane treatment. I understand the above listed horse/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 have decided not to accept the offer to surrender any of the above listed animals at this time but understand I have the option to accept the offer at a later date and will only owe full restitution up until that time.

Owner Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

## TCA 39-14-210

(e) Any humane society chartered by the state, into whose custody shall lawfully come any animal, shall have a lien on that animal for the reasonable value of the goods and services necessarily rendered by, or at the instance of, the society to that animal.

(f) Upon seizure by law enforcement, custody of any animal victimized under this part shall be placed with any governmental animal control agency, law enforcement agency, or their designee. The governmental animal control agency, law enforcement agency, or their designee shall assist the animal and preserve evidence for prosecution.

(g)(1)(A) 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.

(B) 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.

(C) 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.

(D) 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.

**(2) 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 subdivision (g)(1) 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.

(3) 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.

**(4) 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.**

IN THE GENERAL SESSIONS COURT FOR \_\_\_\_\_ COUNTY

STATE OF TENNESSEE

VS. CASE NO. \_\_\_\_\_

\_\_\_\_\_

STATE'S REQUEST FOR SECURITY BOND TO BE SET FOR THE CARE OF SEIZED ANIMALS

Comes now the State of Tennessee and would move 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 T.C.A. § 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 care for the animal." The agency currently housing these animals may draw from this security only actual expenses as they occur and any remaining amount will 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 wrongdoing or guilt concerning the pending criminal case on the Defendant's part. The two are separate in every way.

The Court will determine the amount of the security bond in this case based upon 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 Tuesday of every month and all calculations of reasonable expenses comply with that schedule as well.

Respectfully submitted and certified as served,

By: \_\_\_\_\_

Attorneys name #  
District (or Assistant) Attorney General

-CERTIFICATE OF SERVICE-

I hereby certify that I have served, either personally, or by agent listed below, a true and exact copy of the foregoing pleading upon the Defendant, \_\_\_\_\_, by hand-delivery this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. Motion to be heard on (date) \_\_\_\_\_ at (time)\_\_\_\_\_.

\_\_\_\_\_  
(Agent Serving Process)