

| Fee Amount |
|------------|
| Date Paid  |
| Rec'd by   |

## **Adoption Contract**

| Adopter's name:      | Animal ID:      |      |
|----------------------|-----------------|------|
| Address:             | Name:           |      |
| City/State/Zip:      | Type of Animal: |      |
| Phone:               | Breed:          | Sex: |
| Email:               | Color:          | Age: |
| Stabled at (equine): |                 |      |

In consideration for the transfer of legal custody of the above identified animal from Happy Trails Farm Animal Sanctuary, Inc. (HTFAS) to the undersigned (Adopter), through its authorized representative, expressly agrees to each and all of the following terms and conditions:

- IDEMNIFICATION: Adopter accepts the above identified animal ("adopted animal"). If applicable, a
  medical history based on the best knowledge and belief of HTFAS is attached hereto. All vaccinations,
  de-worming, treatments and surgeries obtained after transfer are the sole expense of Adopter. HTFAS
  MAKES NO GUARANTEES OR WARRANTIES WHATSOEVER REGARDING THE HEALTH, TEMPERMENT,
  MENTAL DISPOSITION AND/OR TRAINING OF THE TRANSFERRED ANIMAL.
- 2. RELEASE AND IDEMNITY: Adopter agrees to release HTFAS, its officers, agents and employees (collectively herein HTFAS) from any and all claims of any nature, including but not limited to claims for bodily injury or property damage to Adopter, which may be caused by the adopted animal. Adopter further agrees to defend, indemnify and hold harmless HTFAS from any and all claims, lawsuits or judgements for damages of any nature, including but not limited to damages to property or for personal injury, brought by any person or entity, resulting from Adopter's ownership or possession of the adopted animal, including attorney fees and court costs of any legal action.
- 3. RESTRICTION OF FURTHER TRANSFER: Adopter agrees to not transfer the adopted animal on to another party without the prior written permission of HTFAS for a term of six (6) months. Adopter agrees they are in no way connected and will have no contact with defendant of the cruelty/neglect case under which this animal was surrendered. Upon successful completion of a term of adoption ending six (6) months from the date of adoption, Adopter is awarded sole legal ownership and custody at which time ownership can be transferred if desired.
- 4. PLACEMENT: Adopter agrees that the adopted animal will not be used for breeding purposes or fighting purposes, nor will they be placed with organizations or individuals that intend to use the animal for commercial purposes. Adopter may not sell the equine at auction for slaughter or allow the equine to be sold, transferred, released or otherwise placed into possession of any person or organization that will cause or allow the equine to be sold at auction for slaughter as of the date of this agreement and any time thereafter.



- 5. **INSPECTION:** Adopter agrees to provide adequate shelter, nutrition, veterinary and farrier care, proper vaccinations and medical treatment to maintain the health and happiness of the animal. HTFAS reserves the right to request scheduled visits as well as to expect correspondence by way of phone, email or text for the adoption period of six (6) months.
- 6. **RIGHT TO RECLAIM:** If for any reason it has been found Adopter has violated any of the above conditions, HTFAS reserves the right to reclaim ownership of the adopted animal.
- 7. **SAFETY NET:** Adopter may relinquish custody/ownership of the adopted animal back to HTFAS at any time during their lifespan with a requested notice of fourteen (14) days. This promise is transferable to subsequent owner(s) for the lifetime of the adopted animal. With the help of Adopter to relay this information upon decision to transfer ownership HTFAS can provide a safety net for the adopted animal for the entirety of the adopted animal's life.
- 8. **ENTIRE AGREEMENT**: This writing contains the entire agreement of the parties. No modification or waiver of any provision of this Agreement shall be valid unless in writing and signed by both parties.

Adopter agrees that they are authorized to sign this agreement and that their signature indicates that Adopter has read this contract, understands it and agrees Adopter will comply with its terms.

## Printed Name

Adopter Signature

HAPPY TRAILS FARM ANIMAL SANCTUARY, INC.

Representative Signature

Date

Date