

Tomten Farm & Sanctuary Animal Adoption Contract

Animal Name: _____ Age: _____ Gender: _____

Size: _____ Color: _____ Breed: _____ Adoption Fee: \$ _____

Adopter Name: _____

Adopter's or Boarding Facility Address (where horse will live):

Mailing address if different than above:

Please initial after each requirement. Each one must be agreed to in order to adopt from Tomten Farm & Sanctuary, hereinafter referred to as Tomten.

I, _____ do hereby agree to the following stipulations concerning the adoption of _____.

Please Initial Each of the Following Items:

If said animal is an equine, have had the animal in my foster care for a minimum of 30 days and have had the opportunity to inspect all aspects of the training, temperament, behavior and health of the animal, including, but not limited to, the opportunity to have my trainer, vet, farrier and equine dentist inspect and evaluate the animal to my satisfaction. _____

If said animal is not an equine, I have had the opportunity to meet such animal and to inspect all aspects of the training temperament, behavior and health of the animal, including, but not limited to, the opportunity to have my trainer, vet, and partner (if applicable) inspect and evaluate the animal to my satisfaction. If for any reason I am unhappy with the adopted animal or am unable to properly care for the animal due to relocation, health, finances, etc.:

A) I will relinquish ownership and, at my own expense, return the equine to Tomten Farm and Sanctuary with 30-days notice if at all possible.

OR

B) With a mutual written agreement between myself and Tomten Farm and Sanctuary, I will care for the animal until I can find another home which meets the adoption standards of Tomten for the animal to be transferred to. The next home will be required to sign this contract with Tomten with no additional adoption fee due from the next home. _____

I agree that if I have to move or relocate, I will notify Tomten prior to the move, will send photos of, and make myself available for a site visit of the new location, and will take this animal with me. If I am unable to take the animal with me, I will follow the guidelines outlined in section 3 of this contract. _____

If adopting a stud colt, bull calf or other intact male, my signature guarantees that I will have the animal gelded/castrated and vaccinated within 30 days of him physically maturing (i.e dropping). I will send proof of such procedure to Tomten. _____

I will not ever sell this animal at auction or to an equine/animal dealer or slaughter house/kill buyer. _____

Adopter agrees never to breed the above-described animal for the duration of the animal's life. If the animal is bred, the animal and resulting offspring automatically become the property of Tomten and must be returned to Tomten once old enough to be weaned. _____

I agree not to euthanize the adopted animal because I cannot afford necessary care and/or veterinary treatment. I agree to contact Tomten and get approval upon before euthanizing the adopted animal. At its discretion, Tomten has the right to take ownership and possession of the adopted animal to save the animal from euthanasia. This provision does not apply in dire situations when the animal is suffering and needs to be immediately euthanized. In the event euthanasia occurs, I will provide Tomten a certification of the necessity and proof of euthanasia from my vet. _____

I agree to never place or use the animal in a lesson program. _____

I agree to provide appropriate food, water, and sufficient shelter (if housing multiple animals must have multiple doors/bays) and turnout, and REGULAR veterinary (vaccinations, and health check every spring and as needed), hoof care (a minimum of every 6-8 weeks for equines and seasonally for bovines) and dentistry care (a minimum of once a year for equines) for this animal. _____

I agree to have at least one companion (of similar/like species) to be kept with the animal.

I hold Tomten Farm & Sanctuary, their foster farms, volunteers, agents and assigns, harmless for any liability occurring from association with this animal including all accidents and injuries, up to and including death. _____

I am completely financially and legally responsible for the care and security of this animal and the facility in which it resides. I assume all liability for the risk of injury to others once this animal is in my care. _____

I understand that Tomten will follow up with me on the care and condition of this animal. I will send photos of the animal and its surroundings upon adoption, and, subsequently, photos and a written update every 3 months the first year after adoption; every six months the second year; and thereafter. Follow-ups by Tomten may be done by phone, email, or in person. If the animal is found to not being cared for in a condition considered acceptable to Tomten (as described above), I agree to re-surrender the animal to Tomten. _____

I agree to allow Tomten to use and post the above stated photos of the animal on its website, marketing materials and/or social media. _____

I understand that after signing this contract, the adoption fee is not refundable even in the event of the return or re-possession of the equine. _____

I understand this agreement is transferrable to and binding with my heirs, legal or personal representatives, successors and assigns. _____

The adoption fee that I pay for this animal is a rescue fee, not a sales price. Tomten Farm & Sanctuary is a 501(C)(3) non-profit organization that is completely funded by private donations. All funds are allocated to the rescue, care and rehabilitation of animals. Volunteers do not collect salaries. _____

Additional Provisions:

Signature _____ Date: _____

Printed Name _____

Phone Number _____ Email _____

Signature of Tomten Farm and Sanctuary _____ Date _____

STATE/COMMONWEALTH OF _____

COUNTY OF _____

Then personally appeared before me and signed or attested before me on ____ day of _____,
2____, the above-named _____ proved to me through
satisfactory evidence of identification, which was a _____ Driver's
License, to be the person whose name is signed on the preceding or attached document, and
acknowledged that he/she signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires: