

Zeb's Wish Adoption Contract



Adopted animals' species and name: _____

Color and description: _____

Sex: _____ Age: _____

Adopters name: _____

Address: _____ City: _____

Medical Records Given (y/n): _____ Date (if applicable): _____

Zeb's Wish operates a nonprofit corporation in Sandy, Oregon. In this agreement, Zeb's Wish Equine Sanctuary may also be called "Zeb's Wish." The Adopter represents that the information provided in the application process and this adoption contract is true and correct to the best of the Adopter's information and belief. Zeb's Wish and the Adopter wish to enter into this agreement to provide the adopted animal with an excellent forever home.

PLEASE INITIAL WHERE INDICATED BELOW IN THIS POLICY

- 1. Return Policy.** Zeb's Wish has a commitment to all its animals: to care for them for the lifetime of each animal. The Adopter agrees that if he or she is unwilling or unable to care for the adopted animal for its entire lifetime, he or she will contact Zeb's Wish and return the adopted animal to a location specified by Zeb's Wish. The Adopter understands that he or she is responsible for the excellent care of the animal until he or she has delivered it into the proper Zeb's Wish Equine Sanctuaries hands and will do everything within his or her power to safely return the animal. The Adopter agrees that in the event that he or she finds a suitable alternative home for the animal, he or she will contact Zeb's Wish with the name, address and phone number of the proposed new adopter. Any proposed new adopter will be required to complete a Zeb's Wish adoption application and other requirements for adoption and obtain approval from Zeb's Wish in writing before adopting the animal. Under no circumstances shall the adopter transfer permanent custody, ownership or possession of the animal to any one entity, including family or friends or any entity or agency, without the approval and written consent of Zeb's Wish. (Initials: _____)

2. **Adoption Fee.** The Adopter agrees to pay an adoption fee of \$_____ (Date Paid _____) to help defray Zeb's Wish' expenses for food, sheltering, rehab, vaccinations and veterinary care. Additional donations are also most welcome as adoption fees rarely reflect the actual cost of rehabilitation and care of the animal. (Initials: _____)
3. **Identification, Licenses.** This animal is microchipped for identification. Zeb's Wish is the emergency contact registered with the microchip company, so if the animal is found as a stray, Zeb's Wish will be contacted as well. Even though title to the adopted animal passes to the Adopter at the time of adoption, adopted animal's name and Chip registration number shall always remain with the rescue. (Initials: _____)
4. **Adopter agrees to keep Zeb's Wish' information on the microchip registration.** This allows Zeb's Wish to rescue the animal if he/she is ever lost or stolen from the Adopter. The Adopter agrees to obtain the proper municipal license if required under local law. The Adopter also agrees to comply with local and state statutes and ordinances. (Initials: _____)
5. **Title.** Zeb's Wish transfers ownership of the adopted animal to the Adopter. The Adopter agrees not to sell, lease, loan, or transfer ownership of the adopted animal to anyone other than Zeb's Wish without Zeb's Wish' written approval. (Initials: _____)
6. **Reversion of Title.** The Adopter agrees that the title to the adopted animal automatically reverts to Zeb's Wish if Zeb's Wish makes a determination that:
 - The Adopter is not adequately caring for the animal or
 - There is a breach of this agreement or
 - Information on the adoption application was false or
 - The Adopter voluntarily surrendered possession of the adopted animal to Zeb's Wish.The Adopter agrees that, in the event the animal is returned to Zeb's Wish, a signed copy of this agreement is proof of title transfer back to Zeb's Wish. (Initials: _____)
7. **Transport of the Adopted Animal.** Should the animal be transported, The Adopter agrees to transport the adopted animal in a safe trailer with fully functioning lights, good tires, durable non-slip floor, functional trailer brakes and safety chains. If the adopter has minis and transports them in a mini horse truck bed hauler, the adopter agrees to make sure transport is safe. (Initials: _____)
8. **Failure to Transport.** If the adopted animal is to be returned to Zeb's Wish and the Adopter fails to transport the animal back to Zeb's Wish according to this agreement, Zeb's Wish has the right to take physical possession of the adopted animal. The Adopter agrees to reimburse Zeb's Wish for all expenses, including legal fees, involved in regaining possession of or title to the adopted animal. (Initials: _____)

9. **Veterinary Care.** The Adopter agrees to provide the animal with the necessary vaccinations and maintenance care as advised by his or her veterinarian such as regular dental care, checkups and adaptive care due to age or change in health. The Adopter agrees to obtain immediate veterinary care should the animal become sick or injured, and to take full financial responsibility for any veterinary expenses. (Initials:)

10. **Veterinary Records.** The Adopter authorizes Zeb's Wish to review the veterinary records of the adopted animal. A copy of this agreement is sufficient authorization from the Adopter to any veterinarian to release records to Zeb's Wish. (Initials:)

11. **Euthanasia.** The Adopter agrees not to euthanize the adopted animal because the Adopter cannot afford necessary veterinary treatment. The Adopter agrees to contact Zeb's Wish before euthanizing the adopted animal in this case. At its discretion, Zeb's Wish 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.** (Initials:)

12. **Care of the Animal.** The Adopter agrees to care for the animal for his/her entire lifetime. Care for the animal is at the Adopter's sole expense. This care includes, but is not limited to, the following:

- Providing quality food, including minerals, vitamins, salt block, and fresh, unfrozen water.
- Providing adequate daily turnout in an area large enough to allow the animal to reach a full gallop.
- Providing care for any special needs the animal has or develops.
- Providing proper medical and health care to the animal, including, but not limited to, the following: Proper veterinary treatment for injuries and illness, annual vaccinations; Following a regular deworming schedule; Proper hoof care; Annual dental care,
- Other
- Other
- Other

(Initials:)

13. **No Representations.** The Adopter understands that Zeb’s Wish does not guarantee the health, temperament, or training of the above described animal. Zeb’s Wish adopts animals out so they can be saved and given a good life. Animals are adopted “as is” from Zeb’s Wish, with no warranty expressed or implied. The Adopter agrees that he/she is adopting the animal to rescue him/her, and not for commercial value. The adopted animal has at least the following limitations:

- _____
- _____
- _____
- _____
- _____
- _____
- _____

The Adopter agrees not to work or use the animal beyond the animal’s abilities.

(Initials:)

14. **Inspection.** The Adopter agrees that Zeb’s Wish or its representative will perform in-person or telephone follow-up checks, including unannounced facility visits, on the adopted animal. **There will be a 30-day, 60 day and 6-month visit.** If the adopter is out of the Sanctuaries vicinity, the adopter agrees to send current photos and or videos of the animal in lieu of visit. **There visits are designed to not only assure the care of the animal but to also assist the adopter with any training or questions that they may have.** If Zeb’s Wish decides the adopted animal is inadequately cared for, Zeb’s Wish has the right to immediately take possession of the animal. The Adopter gives Zeb’s Wish or its representatives the right to enter the Adopter’s property for the purpose of inspecting the adopted animal or taking possession of the adopted animal according to the provisions of this agreement. (Initials:)

15. **Breeding.** The Adopter agrees to never breed the adopted animal or endanger breeding by proximal housing with a stallion. (Initials:)

16. **Seizure and Impoundment of the Animal.** If the animal shall, for any reason, be picked up by local law enforcement or animal control, the Adopter will immediately contact Zeb’s Wish by phone or email and inform them directly that the animal has been picked up and impounded and the animal’s location. The Adopter shall also inform the authorities holding the animal that the animal is under the ultimate ownership of Zeb’s Wish and is microchipped, provide contact information for Zeb’s Wish to the authorities and request that the authorities contact Zeb’s Wish immediately. (Initials:)

17. **Release.** The Adopter, and for his/her spouse, heirs, executors, personal representatives and assigns, agrees never to bring a claim or suit against Zeb's Wish Zeb's Wish. The Adopter releases Zeb's Wish and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from the adoption or behavior or actions of the animal. The Adopter understands that this agreement discharges Zeb's Wish and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to the Adopter and his/her spouse, heirs, executors, and assigns, with respect to bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss that may result from the adoption or behavior or activities of the animal. The Adopter releases Zeb's Wish and discharges Zeb's Wish and its directors, founders, employees, officers, agents, representatives, contractors, Zeb's Wish Zeb's Wish volunteers, successors and assigns from any liability for Zeb's Wish' own negligence or liability that may result in bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss to the Adopter. (Initials:)

18. **Indemnity Agreement.** The Adopter, and for his/her spouse, heirs, executors, personal representatives, and assigns, agrees to indemnify and hold Zeb's Wish harmless for all bodily injury, personal injury, illness, amputation, scarring, death, property damage or other losses, including attorney's fees and costs of litigation, that result to anyone else or any other entity because of the Adopter's negligence or liability. This includes lone acts or omissions by the Adopter as well as the combined acts of the Adopter with others.

(Initials:)

19. **Audio-Visual Images.** The Adopter understands that the activities of Zeb's Wish are potentially of interest to donors, foundations, contributors, government officials and the public at large, and that in connection therewith such activities, including adoptions, may be recorded on film, video or other electronic recording media. The Adopter hereby consents to such recording and to the use by Zeb's Wish of any recorded images or other media recordings of his/her name and likeness for any purpose related to furtherance of the objectives of Zeb's Wish. In particular, the Adopter grants Zeb's Wish permission to copyright and use, reuse, publish, and republish recorded images or other media recordings, without restriction as to changes or alterations, for art, advertising, trade, or other purpose. (Initials:)

20. **Change of Address.** If the Adopter moves, he or she agrees to contact Zeb's Wish with change of address information, so that all records can be updated.

(Initials:)

21. **Procedure to Reclaim.** Zeb's Wish makes a lifetime commitment to any animal that is accepted into the sanctuary. On rare occasion, Zeb's Wish may have to reclaim the adopted animal. Here is the procedure that will be followed: a. Zeb's Wish will notify the Adopter by certified mail, return receipt requested, of the reclamation and ask that the animal be returned. The notice

shall state clearly the circumstances under which Zeb's Wish is acting and state a date when the Adopter may meet with agents of Zeb's Wish to discuss the situation. b. After seven days from the posting of this notice, if the Adopter has not notified Zeb's Wish, or has not accepted the notice, legal action will be taken by Zeb's Wish to retrieve the animal. c. If the animal is in a situation that may endanger its life, Zeb's Wish may call animal control in the Adopter's locality to recover the animal on behalf of Zeb's Wish. d. If either of these situations occurs, or if for any reason the animal is returned to Zeb's Wish, the Adopter may request a meeting to discuss the matter within 10 days after the animal is reclaimed. e. Any decision of Zeb's Wish is final as to whether the animal shall be returned to the Adopter. (Initials:)

22. **Other.** The Adopter expressly agrees that the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. The Adopter agrees that if any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement. This is the entire agreement between the parties and supersedes any other verbal or written statements, representations or promises. (Initials:)

This agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon. Any disputes under this agreement will be resolved in Clackamas County, Oregon. All disputes under this agreement will be settled by binding arbitration. The Adopter agrees that he/she is legally competent to enter into this agreement, and this Agreement is binding upon the heirs, assigns, successors, personal representatives and executors of both parties.

Signature of Adopter _____

Date _____

Date Adoption fee received: Date: \$ Donation received: \$