

All Seated in a Barn
Bakersfield, California
info@allseatedinabarn.com
661 – 204 – 4016
Allseatedinabarn.com



Adoption Agreement

Horse/Donkeys name _____

Breed _____

Color and description _____

Sex _____ Estimated Age _____

Adoptee's Information

Adopter's name _____

Address _____

City _____ State _____ Zip _____

Home phone _____ Cell phone _____

E-mail _____

City of adoption _____ Bakersfield California

All Seated in a Barn is a nonprofit rescue organization. In this agreement, All Seated in a Barn will be called "ASIAB".

The Adopter represents that the information provided in the application process is true and correct to the best of the Adopter's information and belief. PW and the Adopter wish to enter into this agreement to provide the adopted dog with a suitable forever home.

Return Policy: ASIAB 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 pet for its entire lifetime, he or she will contact ASIAB and return the pet to a location specified by ASIAB. The Adopter understands that he or she is responsible for the care of the animal until he or she has delivered it into the proper ASIAB's hands, and will do everything within his or her power to safely return 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 ASIAB.

Adoption Donation: The Adopter agrees to pay an adoption donation of \$ _____ to help defray ASIAB's expenses for food, sheltering, gelding, vaccinations and veterinary care. Additional donations are welcome.

Identification, Licenses: 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.

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Veterinary Care: The Adopter agrees to provide the pet with the necessary vaccinations as advised by his or her veterinarian. 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.

Care of the animal: The Adopter agrees to provide the animal with fresh water, wholesome food, adequate exercise and loving attention.

No Representations: The Adopter understands that ASIAB does not guarantee the health, temperament, or training of the above-described pet, however, we WILL be as open and honest to ensure full transparency on the overall well-being, temperament, training, needs of the animal.

Seizure and Impoundment of the pet: If the pet shall, for any reason, be picked up by local law enforcement or animal control, the Adopter will immediately contact ASIAB by phone or e-mail and the animal's location. The Adopter shall also inform the authorities holding the animal that the animal is under the ultimate ownership of ASIAB, provide contact information for ASIAB to the authorities and request that the authorities contact ASIAB immediately. Under no circumstances will the Adopter agree to or allow the euthanasia of the animal prior to informing ASIAB.

Release: The Adopter, and for his/her spouse, heirs, executors, personal representatives and assigns, agrees never to bring a claim or suit against All Seated in a Barn. The Adopter releases All Seated in a Barn 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 ASIAB 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 ASIAB and discharges ASIAB and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for ASIAB's own negligence or liability that may result in bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss to the Adopter.

Indemnity Agreement: The Adopter, and for his/her spouse, heirs, executors, personal representatives, and assigns, agrees to indemnify and hold ASIAB 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.

Change of Address: In the event that the Adopter moves, he or she agrees to contact ASIAB with change of address information, so that all records can be updated and microchip information can be changed.

Procedure to Reclaim: ASIAB makes a lifetime commitment to any animal that is accepted into the rescue. On rare occasion, ASIAB may have to reclaim the adopted animal.

Here is the procedure that will be followed:

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- a. ASIAB 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 ASIAB is acting and state a date when the Adopter may meet with agents of ASIAB to discuss the situation.
- b. After seven days from the posting of this notice, if the Adopter has not notified ASIAB, or has not accepted the notice, legal action will be taken by ASIAB to retrieve the animal.
- c. If the animal is in a situation that may endanger its life, ASIAB may call animal control in the Adopter's locality to recover the animal on behalf of ASIAB
- d. In the event that either of these situations occurs, or if for any reason the animal is returned to ASIAB, the Adopter may request a meeting to discuss the matter within 5 days after the animal is reclaimed.
- e. Any decision of ASIAB is final as to whether the animal shall be returned to the Adopter.

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 in the event that 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. This agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any disputes under this agreement will be resolved in Camarillo, California. 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.

All Applicants must be over the age of 18. Are you over 18 yrs of age? ___ Yes ___ No

Have you ever been charge with or convicted of animal abuse or neglect? ___ Yes ___ No

Equine Only Related Information

Do you currently own any equine? ___ Yes ___ No If Yes, how many? _____

Equine/ Large Animal Only Facility Information

Will the equine/large animal adopted/fostered be housed at the address stated on the first page

___ Yes ___ No

If you selected No, please provide us with the following information:

Facility Name

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Facility Address

Contact Person and Contact Phone

If adopted/fostered equine will be kept in a barn or pasture, please answer the following questions:

Pen Size:

Describe shelter

****Interested Animal Adoption Information* if applicable**

Please list the equine/Animal(s) that you are interesting in adopting, if order of preference:

1. _____ 3. _____

2. _____ 4. _____

What are you planning on using your adopted animal for? _____

How much time per week will you spend with your adopted animal? _____

For horses, list each person's name, height, weight and riding level (1 no experience- 10 very experienced) of each person that will be riding the adopted equine

1. _____

2. _____

3. _____

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Reference Information

* Vet reference and farrier reference are preferred

Personal Reference #1

Name

Address

Phone Number

Personal Reference #2

Name

Address

Phone Number

Signature of Adopter

Date

Representative for All Seated in a Barn

Date

Donation received: \$ _____

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INITIAL EACH STATEMENT BELOW:

_____ I understand I am committing to care for this animal and have it as part of my family for its natural life, which can be up to 35 years, depending on the animal.

_____ I am financially able to provide for the animal's needs. This includes food, supplies, shelter, veterinary care and heartworm prevention, which can be approximately \$5,000 per year.

_____ I have adequate time to spend with my new animal, including time for training, exercise and grooming.

_____ I understand that if I move, my animal will make the move with me.

_____ I understand I must comply with all state and local ordinances concerning animal licensing and vaccinations.

_____ I AGREE TO NEVER EUTHANIZE, REHOME OR RETURN/SURRENDER _____ TO ANY ANIMAL SHELTER.

IF I AM UNABLE TO KEEP _____ I WILL CALL All Seated in a Barn IMMEDIATELY/ 661.204.4016

_____ I understand ASIAB can reclaim _____ at any time if in their opinion the animal is being neglected, mistreated, abused, etc.

All of the above information I have given is true & complete. I agree to follow the Rules and Policies. I understand that it is my decision whether or not to adopt any particular animal. I will not ASIAB responsible for any damage, injury, or harm caused directly or indirectly to any person or property by any animal I decide to adopt.

I have read the disclaimer and agree to these terms and conditions.

Initial Here: _____ Date _____

SIGNATURE: _____