

# Seeded Faith Farm

501 (c)(3)

Nonprofit for Animal Welfare

## EQUINE ADOPTION APPLICATION

### ADOPTER INFORMATION

\*Full Legal Name: \_\_\_\_\_ \*Date of Birth: \_\_\_\_\_

\*Address \_\_\_\_\_ \*City \_\_\_\_\_ \*State \_\_\_\_\_ \*Zipcode: \_\_\_\_\_

\*County \_\_\_\_\_

\*Home Phone: \_\_\_\_\_ \*Cell Phone: \_\_\_\_\_

\*Email Address: \_\_\_\_\_

*\*Have you or anyone in your household ever been charged with or convicted of any type of animal cruelty or neglect crimes?  
If yes, please explain.\**

No. Yes. \_\_\_\_\_

\*your personal information is protected under the privacy policy\*

### REFERENCE INFORMATION

Veterinarian office name \_\_\_\_\_ Primary veterinarian \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zipcode: \_\_\_\_\_

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

Farrier Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Equine dentist name: \_\_\_\_\_ phone \_\_\_\_\_

Please describe your current equines and feeding, vetting, farrier and worming practices:

What type of hay do you feed? \_\_\_\_\_

If you feed grain, What do you feed? \_\_\_\_\_

How do you have your vet out? Haul in or farm call? \_\_\_\_\_

Do you have your vet out regularly for check ups, vaccinations, etc? \_\_\_\_\_

How often do you deworm your animals? \_\_\_\_\_

How often do you have a farrier out to trim feet? \_\_\_\_\_ How often do you have an equine dentist out? \_\_\_\_\_

Do you know what a coggin test is? \_\_\_\_\_ what vaccinations are given to horses yearly? \_\_\_\_\_

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## FACILITY INFORMATION

If kept on your property:

Do you own or rent? \_\_\_\_\_ How many acres? \_\_\_\_\_

Do you have a barn? (Not required for adoption). Yes No

What kind of shelter would the adopted Equine have? \_\_\_\_\_

Please describe your fencing: \_\_\_\_\_

How tall is your fencing? \_\_\_\_\_

How big is your pasture/paddock/pen: \_\_\_\_\_

**\*Seeded Faith Farm Rescue will require photos of your property and facilities where the adopted equine will be staying**

**This is for the safety of the animal and for us to determine if this is a proper placement for the equine.\***

If not kept on your property but at a boarding facility, what is the name of the facility?

Facility name: \_\_\_\_\_ Facility phone number \_\_\_\_\_

Address: \_\_\_\_\_ city: \_\_\_\_\_ state: \_\_\_\_\_ zip: \_\_\_\_\_

Indoor or outdoor boarding? \_\_\_\_\_ How often do you visit? \_\_\_\_\_

(If not boarding, please skip this part)

## GENERAL QUESTIONARE

Do you have experience owning or handling an Equine? Yes No

If so, how many many years/months? \_\_\_\_\_

If not, does anyone currently/permanently living in your household have handling/experience with an Equine?

\_\_\_\_\_ If so how many years/months? \_\_\_\_\_

If no, do you or said other person have a trainer or experienced horseperson working with you?  
\_\_\_\_\_

What is your purpose for this animal/what will you do with them? Please explain.

\_\_\_\_\_  
\_\_\_\_\_

Why do you feel you would be a good fit for this equine(s)? Please explain.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## ANIMAL INFORMATION

Which animal(s) are you interested in, What kind of equine? Donkey(s) Horse(s)

Are they a mare/Jenny/ female or a gelding/john/male? \_\_\_\_\_

Did they come with a name? Yes No

If yes, what are they currently named? \_\_\_\_\_

Will you be changing their name(s)? Yes No.

If yes, what will they soon be called? \_\_\_\_\_

If you don't know right now, no worries, just let us know when you have decided, any changes in name will automatically be applied to this contract.

## What about your animals?

Do you currently own any other equine(s)? Yes No

How many? \_\_\_\_\_ How big are they? \_\_\_\_\_

How many geldings? \_\_\_\_\_ How many mares? \_\_\_\_\_ Do you own a stallion? Yes No How many? \_\_\_\_\_

Any equine(s) under a year old? Yes No Fillies? \_\_\_\_ Colts? \_\_\_\_

Will they be residing with your adopted Equine(s)? Yes No

How do they do with new equines? \_\_\_\_\_

Will they be a danger to the adopted equine? \_\_\_\_\_

What other kind of animal(s) do you already have? \_\_\_\_\_

How many? \_\_\_\_\_

Will your adopted Equine be turned out 24/7 or have nightly turn in? 24/7 turn out Daily turn out/turn in

Square bale hay or round bale hay? \_\_\_\_\_

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**In choosing to adopt, have you considered and agreed to the following? Please read this contract thoroughly. The adoption contract will incorporate all of the below restrictions and the sanctuary/lease/placement will as well. Owning rescue equine(s) can be a huge source of joy and pride, but it is a life long commitment.**

I, \_\_\_\_\_ (ADOPTER) agree that I have the required facilities, the desire to have a life-long companion, the financial backing, the mental, physical, family stability and the time required to commit to the above tasks and everything required to keep equine(s) in good health.

I (ADOPTER), am willing to spend the extra time providing the necessary dietary requirements for adopted equine(s), including feed, supplements, vitamins, oil/fat supplements and preparing beet pulp accordingly.

I (ADOPTER), understand that equines may live to the ages between 28 and 40 years and that this is a long-term commitment and that should any situations change that I (ADOPTER), must contact *Seeded Faith Farm Rescue* on behalf of Equine(s) placement that they **MUST** be returned to the rescue

I (ADOPTER), understand that many rescued equine(s) may have been worked hard at a very young age and that, although they may be sound for many riding/driving disciplines, it is recommended that before I (ADOPTER), engage in any strenuous activity with said equine(s) that I (ADOPTER), have equine(s) checked by a vet who specializes in the area or discipline that I (ADOPTER) am looking at doing before “working” said equine(s)

*\*Seeded Faith Farm Rescue requires that all equine(s) Adopted from the rescue have mandatory follow up visits in the span of the 1st week of placement, the 1st month of placement, the 3rd month of placement, 6th month of placement, and at 1 year of placement. Should any thing be of concern to the rescue, we (the rescue), will require another mandatory check in at 6 months after the 1 year check in period. Should the adopter pass the mandatory 1 year check in, all other check ins are completely optional based on the health and well being of adopted Equine(s) per veterinary recommendation.\**

I (ADOPTER) understand as an adopter I will be required to provide documentation on the 1 year mandatory check in period of my adoption Equine’s, coggins, vet records, farrier records, current pictures, location, updates on training (if applicable), current use, health, illnesses and injuries, etcetera.

I (ADOPTER), agree to release all vet, dental and farrier records to Seeded Faith Farm Rescue in the event it is needed to verify said equine’s health while in my care.

I (ADOPTER) understand that any Animal adopted from *Seeded Faith Farm Rescue* include no guarantee regarding training level, soundness, temperament, or general condition. As an Adopter I assume full responsibility for any personal injury, property damage or death caused by an Adopted Animal in the Adopter’s care, and agree to hold Seeded Faith Farm Rescue harmless and indemnify all persons associated with the program, its heirs or assigns for the horse’s training level, soundness, temperament or general condition and for any damage caused by the Adopted Animal.

## General terms and understandings

I (ADOPTER), understand horses and donkeys are like people, in that each horse and donkey reacts differently to new environments and differently to different people, handlers and riders. As an adopter I understand it is my responsibility to get to know my equine(s) fully in order to protect it and to protect the people handling or riding it. I understand that it can take as much as 6 months or more for a horse or donkey to acclimate to a new environment and new people that I will give my adopted horse or donkey every opportunity to get to know me and its new environment before expecting it to perform.

I (ADOPTER), understand it is my responsibility to know my limitations regarding time, money and riding/handling ability and I will be truthful and forthright in my preference for an adopted equine. I (ADOPTER), am fully aware that if an Equine(s) is returned to Seeded Faith Farm Rescue due to being surrendered by me or removal by them, that I am personally responsible for ALL EXPENSES in regards to this including but not limited to: shipping, facility holds, emergency vet/farrier expenses during shipping hold or on arrival back to facility.

## Terms regarding pregnant, bred or breeding equine(s)

Seeded Faith Farm Rescue does it's best to make sure all mares/Jennies/ Female Equine(s), have been checked for pregnancy before placement. If a mare/Jenny/female equine is adopted with potential of being in foal and foals while in the care of the adoptive family there are 2 options; return of foal after weaning period to be determined by vet, adoption of foal after weaning period ends (no adoption fee required, but signing of this contract covers the protection of any foal born to the adoptive horse). **NO EXCEPTIONS.**

I (ADOPTER), fully understand that if I adopt a mare/Jenny/ female equine from Seeded Faith Farm Rescue that this equine IS NOT to be bred under any circumstances. Should an accidental breeding occur in my (adopters), care I will do whatever is medically necessary to protect the health and well being of said equine(s) including aborting said pregnancy if it potentially jeopardizes the health and well being of said equine(s). I understand I will immediately inform Seeded Faith Farm Rescue if this happens. I also understand that if a mare/Jenny/female equine, in my care is found to be bred or have a foal on her side at the 1 year evaluation without prior notice to the rescue, this CAN be grounds for immediate removal based on investigative findings (I.E the health of mom and foal).

I (ADOPTER), understand that if I adopt an already pregnant equine, that I will do all of the proper research on foaling and that I will keep in contact with the rescue of said equine's pregnancy including contact when the pregnant equine reaches full term/is close to foaling time. I will allow the rescue to check up on the equine if needed (either with a physical visit, photos, or video) upon request.

Should the adopter have any questions regarding pregnant, bred or wanting to breed mare/jennies/ female equines, please contact the rescue.

Breeding contract may also be available depending entirely on the situation and health of the animal.  
More information to come sooner.

## **Terms regarding Euthanization:**

I (adopter), agree to let the rescue, Seeded Faith Farm Rescue, know of any ideas or intentions to euthanize any adopted equine(s) and will let them know prior to said decision to discuss if it is the right option for said equine(s)

Reasons for euthanasia once all efforts to help an Equine have been exhausted.

- \* Decline in the health of an elderly Equine (19-30+ yrs of age) with no answer to a reason why.
  - \*broken leg(s) or a non-fixable founder situation.
  - \*sudden, worsened or advanced Degenerative Suspensory Ligament Desmitis
    - \*sudden or worsening Neurological disorders
  - \*advanced metabolic disorders affecting the horse's quality of life.
- \*new/worsening traumatic injuries, disorders, diseases, neurological trauma, founder, or freak accidents that may ultimately lead to death.
  - \*Any basic health issues affecting the equine's quality of life.

Any other questions please direct them to the rescue.

What is euthanasia;

Euthanasia is the act of intentionally ending a life in a painless or minimally painful way, usually to alleviate suffering.

In the context of animals, euthanasia is often used as a humane way to put an animal to sleep when they are suffering from a terminal illness or injury, or when they are no longer able to lead a good quality of life. Euthanasia is usually carried out by a veterinarian, who administers a lethal injection or other method to quickly and painlessly end the animal's life.

Euthanasia is a controversial topic and is not always the best or only option for animals in need of care. Some people believe that euthanasia should only be used as a last resort, after all other options for treatment and care have been exhausted. Others argue that euthanasia can be a compassionate and humane option for animals that are suffering and have no chance of recovery. Ultimately, the decision to euthanize an animal should be based on the individual circumstances and the best interests of the animal.

Humane euthanasia is also known as, The final act of kindness.

## **INDEMNIFICATION AND DEFAMATION PROTECTION**

By signing below, I, \_\_\_\_\_ (ADOPTER) agree to indemnify and hold harmless Seeded Faith Farm Rescue and its employees and volunteers from any and all claims, actions, or suits that may arise as a result of my actions or inactions in relation to the care and handling of the animal(s) adopted from Seeded Faith Farm Rescue.

This indemnification includes, but is not limited to, any injury or damage to persons or property caused by the animal(s) and any legal fees incurred in defending against such claims, actions, or suits.

This indemnification statement protects the animal rescue organization, Seeded Faith Farm Rescue, from any legal responsibility for any injury or damage that may arise as a result of the actions or inactions of the individual signing the indemnification statement in relation to the care and handling of the adopted animal(s). It is important to note that this indemnification does not necessarily protect the individual signing the indemnification from liability if they are negligent in their care of the animal(s). It is always a good idea to carefully consider the responsibilities and risks associated with pet ownership before adopting an animal

Signature of adopter: \_\_\_\_\_

By signing below, I (ADOPTER), agree not to engage in any actions or communications that could be considered slanderous or defamatory towards Seeded Faith Farm Rescue or its employees or volunteers. This includes, but is not limited to, making false or derogatory statements about the organization or its employees or volunteers in any public forum, including online platforms. I understand that any violation of this agreement may result in legal action being taken against me.

This statement prohibits individuals from making false or derogatory statements about Seeded Faith Farm Rescue or its employees or volunteers. It is important to remember that defamation is a serious matter and can have significant legal consequences. It is always best to communicate honestly and openly with others, and to avoid making false or misleading statements about individuals or organizations.

Signature of adopter: \_\_\_\_\_

“Defamation” is the act of making a false statement about someone or something that damages their reputation. There are two types of defamation: libel, which refers to written or published statements, and slander, which refers to spoken statements. In order for a statement to be considered defamation, it must be published to a third party, and it must be shown that the statement caused harm to the person or entity being defamed. It is important to note that opinions and statements of fact that can be proven true are not considered defamation.

A “false statement” is a statement that is not true. It is a statement that is made with the intent to deceive or mislead, or that is made without regard for the truth. False statements can be made orally, in writing, or through any other form of communication. It is important to be careful about the information that you share and to make sure that you are accurately representing the facts. Making false statements can have serious consequences, both legal and personal, depending on the context in which they are made.

I (ADOPTER), understand these terms and definitions and that this agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and any legal action arising out of or in connection with this agreement shall be brought in the courts of the State of Michigan.

Full Legal Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date \_\_\_\_\_

## WAIVER OF LIABILITY

By signing below, I (ADOPTER), acknowledge that I am adopting an Equine (“adopted animal”, “adopted equine”, “equine”) from Seeded Faith Farm Rescue on a voluntary basis. I understand that there are inherent risks associated with the ownership of any animal, including the risk of injury or damage to property. I agree to assume all liability for any such injury or damage that may be caused by the adopted equine. I release Seeded Faith Farm Rescue and its employees and volunteers from any and all liability for injury or damage caused by the adopted equine. I agree to indemnify and hold harmless Seeded Faith Farm Rescue and its employees and volunteers from any and all claims, actions, or suits that may arise as a result of injury or damage caused by the adopted equine.

This waiver of liability protects the organization from any legal responsibility for any injury or damage caused by the adopted animal. It is important to note that this waiver does not necessarily protect the individual signing the waiver from liability if they are negligent in their care of the animal. It is always a good idea to carefully consider the responsibilities and risks associated with equine ownership before adopting an animal.

I (ADOPTER), understand that participating in the adoption of this animal carries certain inherent risks and dangers. I recognize that these risks may include, but are not limited to, physical injury, illness, death, and property damage.

I hereby voluntarily assume all risks associated with my participation in this activity or event, and I release and hold harmless Seeded Faith Farm Rescue and its employees and volunteers, from any and all claims, liabilities, damages, or expenses that may arise from my participation.

I understand that this waiver of liability is binding and irrevocable, and that it will continue to be in effect for the duration of my participation in this activity or event. I confirm that I have read and fully understand the terms of this waiver, and that I am signing it of my own free will.

Full legal name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## **PRIVACY POLICY**

We, Seeded Faith Farm Rescue, are committed to protecting your privacy and personal information. We will not release your personal information to any third parties without your consent, except as required by law.

We collect personal information from you when you fill out any animal adoption application form. This information may include your name, contact information, and any other information that you provide.

We use your personal information to help place rescued animals in the best homes possible, communicate with you, etc. We do not sell or rent your personal information to any third parties for marketing purposes.

We take reasonable precautions to protect your personal information from unauthorized access, alteration, or destruction. However, while we use paper for the majority of our agreements/forms/applications, no internet transmission is completely secure, and we cannot guarantee the security of your personal information.

If you have any questions or concerns about our privacy policy or the use of your personal information, please do not hesitate to contact us.

To signify that this is understood please initial here; \_\_\_\_\_

## **CONFIDENTIALITY CLAUSE**

The parties agree to maintain the confidentiality of all information and materials provided by the other party in connection with this contract. This includes, but is not limited to, financial information, business plans, and personal information about employees, volunteers, and clients. The receiving party shall use this information only for the purposes of fulfilling its obligations under this contract and shall not disclose it to any third party without the prior written consent of the disclosing party. The obligations of confidentiality under this clause shall survive the termination of this contract.

This clause establishes a duty of confidentiality on the part of the receiving party, requiring them to keep certain information confidential and not disclose it to third parties without the disclosing party's consent. It also specifies the types of information that are covered by the confidentiality obligation and provides that the obligation will continue after the contract is terminated.

To signify that this is understood please initial here: \_\_\_\_\_

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## AGREEMENT OF NON-REFUNDABLE ADOPTION FEE

This Agreement (the "Agreement") is made and entered into on the date of acceptance by Seeded Faith Farm Rescue (the "Adoptee") of the terms and conditions set forth below by the Adopter.

- 1 Parties. This Agreement is made and entered into by and between \_\_\_\_\_ (the "Adopter") and Seeded Faith Farm Rescue (the "Adoptee").
- 2 Purpose. The purpose of this Agreement is to set forth the terms and conditions under which the Adopter will adopt \_\_\_\_\_ (the "Equine") from Seeded Faith Farm Rescue.
- 3 Adoption Fee. The Adopter agrees to pay Seeded Faith Farm Rescue the sum of \$\_\_\_\_\_ (the "Adoption Fee") for the adoption of the Equine. The Adoption Fee is 100% non-refundable after 14 days of the adoption date and all adoption fees are considered a donation thereafter.
- 4 Payment. The Adoption Fee shall be paid in full at the time of the adoption of the Equine.
- 5 Warranties. Seeded Faith Farm Rescue represents and warrants to the Adopter that:
  - (a) Seeded Faith Farm Rescue is the lawful owner of the Equine and has the right to adopt out the Equine to the Adopter;
  - (b) the Equine is in good health; and
  - (c) the Equine has not been used for breeding purposes.
- 7 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

[Name of Adopter] \_\_\_\_\_ Signature: \_\_\_\_\_

Seeded Faith Farm Rescue (rep signature) \_\_\_\_\_

## ANIMAL RETURN POLICY

We want you to be completely satisfied with your animal adoption. If you are not satisfied for any reason, the adopted equine may be returned to the rescue at any point, if an equine is returned within 14 days of the adoption date a 50% refund may be issued (50% of the adoption fee is non-refundable, no matter the circumstances). The animal/equine must be in good health and free of any injuries or illnesses that have developed since the adoption.

To initiate a return, please contact us.

We reserve the right to refuse any refunded adoption fee, that do not meet these conditions. If the animal is returned in poor health or with injuries or illnesses that were not present at the time of adoption, we reserve the right to withhold any part or all of the adoption fee.

Please note that we do not offer refunds for veterinary expenses or other costs that may be incurred after the adoption. It is the responsibility of the adopter to provide proper care for the animal.

We encourage you to ask any questions and discuss any concerns you may have before completing the adoption. Our staff is available to provide information and guidance to help you make an informed decision.

Any equine that is adopted from Seeded Faith Farm Rescue may **NOT** be; **SOLD, AUCTIONED, REHOMED, EXPLOITED, ETC, TO ANY OUTSIDE OR OTHER PARTIES.** All equines must be returned to Seeded Faith Farm Rescue no matter the duration of the adopters ownership and at no cost to Seeded Faith Farm Rescue.

**Should this policy and its terms be violated, Seeded Faith Farm Rescue reserves the right to terminate this entire contract and its agreements as well as persuing prosecution for any violation.**

Signature \_\_\_\_\_

## FINAL STATEMENT

I (ADOPTER), understand and promise to contact *Seeded Faith Farm Rescue* if any adopted Equine(s) must be returned, I understand that it is **against** these terms to **REHOME, RESELL, SEND TO AUCTION, ETC** any adopted rescue equine(s) and should this contract and its terms be violated this WILL result in immediate legal action against me (ADOPTER(S)). Any unwanted/needed/ or otherwise not working out equine(s) must be returned to the rescue and at no expense to the rescue. **NO EXCEPTIONS.**

I (ADOPTER), promise that this contract is true and factual and I understand that any false, slanderous, and defamatory statements can result in immediate removal of all the adopted equine(s) from my facility and can also result in legal action against me (adopter), by *Seeded Faith Farm Rescue* and/or its legal representative(s). I have read, understand and agree to the Adoption Requirements for Adopters, and agree to abide by them all. I (adopter), understand that if *Seeded Faith Farm Rescue* has any questions or or concerns or if there are any discrepancies in my agreement to the contract, *Seeded Faith Farm Rescue* may decide to do a formal background check.

**This Agreement and the rights and obligations of the parties hereto shall be subject to and shall be construed and interpreted under the laws of the State of Michigan. The parties hereto shall consent to jurisdiction of the courts of Lapeer County, Michigan for all purposes and for any disputes arising under this Agreement.**

Primary Adopter Signature (must be original to be valid)

Printed Name

Secondary Adopter Signature

Printed Name

Date of Application

Seeded Faith Farm Rescue signature of approval

I (ADOPTER), understand that should any changes be made to this contract by the rescue in the future that all new contract/term additions be applied automatically to this contract or that I reread and agree to Seeded Faith Farm Rescue's terms for adoption. Should I have a grievance with said terms, I will contact the rescue regarding my concerns with any updated contract terms.