

Crossed sabers stable

Second Wind Adoption Program

Celeita A. Kramer, Owner/Executor
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Dog/Cat Adoption Application & Contract

This contract is made ____ Day of _____, 19__, between Crossed Sabers Stable "Second Wind Program" and _____ (hereinafter "Adopter"). _____ agrees to adopt and care for _____ (Name), a _____ (age) year old _____ (breed) dog or cat, sex ____, color _____, markings _____ microchip

Tattoo/brand/freeze mark _____, Height (inches) _____ Weight (lbs) _____ currently owned by _____ (owner) and Crossed Sabers Stable "Second Wind Program". Crossed Sabers Stable & the owner agree to transfer all its interest in _____ (name) to the Adopter, subject to the conditions set forth in the agreement.

PLEASE ANSWER THE FOLLOWING:

DIRECTIONS TO THE HOME WHERE THE ANIMAL WOULD BE LIVING

PLANNED USE OF THE ANIMAL? _____

WILL THE DOG/CAT STAY INSIDE? Y N, IF YES, DO YOU HAVE EXPERIENCE HOUSE TRAINING OR LITTER TRAINING? Y N

DO YOU OWN OR RENT? _____ LIVE IN APARTMENT OR HOUSE? _____ LIVE ON A FARM? _____ IF YES, HOW FAR AWAY FROM THE BUSY ROAD DO YOU LIVE? _____ HOW MANY ACRES OF LAND ON THIS FARM? _____ IF THE DOG IS STAYING IN A FENCED YARD, HOW BIG IS THE YARD? _____

WILL THE DOG HAVE A WAY TO GET OUT OF THE COLD OF WINTER? Y N, IF YES, HOW

HOW DO YOU CONTAIN DOGS THAT WANT TO ROAM FREE?

DO YOU HAVE OTHER PETS? Y N, IF YES, WHAT KIND, SEX AND AGE?

HAVE YOU EVER SEEN YOUR CURRENT PET SHOW ANY AGGRESSION TOWARDS PEOPLE, OTHER ANIMALS OR OTHER DOGS OF THE SAME SEX OR OF DIFFERENT SEX? Y N, IF YES, PLEASE EXPLAIN

IS EVERYONE IN THE FAMILY COMMITTED TO CARING OF THE ANIMAL? Y N

DO YOU HAVE A FENCED YARD OR LARGE ACREAGE AWAY FROM ROADS? Y N, IF NO, ARE YOU PREPARED TO WALK THE ANIMAL DAILY? Y N

IF THE ANIMAL IS OUTSIDE, DESCRIBE YOUR PEN SIZE, FENCE HEIGHT AND CONSTRUCTION MATERIALS.

DESCRIBE YOUR SHELTER SIZE, HEIGHT AND CONSTRUCTION MATERIALS. (DOG HOUSE)

DESCRIBE THE TYPE AND AMOUNT OF FEED YOU WILL PROVIDE

DESCRIBE THE TYPE OF WATERING SYSTEM YOU HAVE

IF THE ANIMAL WILL BE HOUSED AND CARED FOR BY SOMEONE ELSE, WHAT IS THEIR NAME, ADDRESS AND PHONE NUMBER

HOW MUCH TIME PER DAY WILL SOMEONE BE WITH THE ANIMAL?

HOW MANY HOURS WILL THE DOG BE LEFT ALONE? _____

DO YOU HAVE KIDS? Y N, IF YES, WHAT AGES?

WOULD YOU CONSIDER YOUR HOME QUIET OR BUSY AND HECTIC?

HAS ANYONE IN YOUR HOUSEHOLD EVER BEEN CONVICTED OF ABUSE OR INHUMANE TREATMENT OF ANIMALS? Y N

DO YOU UNDERSTAND THAT ANIMALS REQUIRE DAILY EXERCISE; DO YOU HAVE THE TIME AND COMMITMENT TO DO THIS? Y N

DO YOU HAVE THE CURRENT FACILITIES REQUIRED, THE FINANCIAL BACKING AND THE TIME IT REQUIRED TO COMMIT TO THE ABOVE TASKS? Y N

I UNDERSTAND THAT DOG/CATS LIVE BETWEEN 10 AND 15 YEARS AND THAT THIS IS A LONG TERM COMMITMENT. Y N

DO YOU UNDERSTAND THAT IF ANY ANIMAL FROM THE SECOND WIND ADOPTION PROGRAM IS NOT WORKING OUT, IT MUST BE RETURNED TO CROSSED SABERS STABLE AT THE ADOPTERS EXPENSE AND THIS ANIMAL CAN NOT BE SOLD OR TRANSFERED. Y N

DO YOU UNDERSTAND THAT IT IS NOT ALLOWED TO TIE ANY DOG FROM SECOND WIND TO A DOG HOUSE OR ANY OTHER FIXED OBJECT AND IT IS NOT ALLOWED TO PUT ANY DOG IN A PEN SMALLER THAN 12' X 12'.

NAME/PHONE NUMBER OF YOUR VET: _____

CONTRACT TERMS OF ADOPTION

Animals adopted from the Second Wind Program include no guarantee regarding soundness, temperament or general condition. The Adopter agrees to hold harmless Crossed Sabers Stable, its heirs or assigns, forever. The Adopter must be at least age 18 and employed to qualify, if not, a Parent/Guardian must sign as the adopter. Adopters are responsible, by law, for any personal injury, property damage or death caused by animals in their care, for pursuing animals that escape and the costs of their recapture. Adopter has agreed to accept the regulations set forth by Crossed Sabers Stable to wit:

- 1) That, the animal(s) adopted *will not* be raced or used as working dogs; That, the Adopter *will not* sell, encumber, assign, dispose of or transfer any interest in said animal, or remove the same from his/her care without a specific and previous agreement with Crossed Sabers Stable, the adopter *will not* maliciously or negligently injure or harass the animal, the adopter *will not* treat the animal inhumanely, the adopter *will not* sell or attempt to sell the animal or its remains, the adopter *will not* brand or alter tattoos/brands or freeze marks of the animal, the adopter *will not* commercially exploit the animal.
- 2) That, the animal(s) *will not* be used for breeding purposes and that the adopter agrees to spay or neuter the animal; That, the Adopter *will provide* yearly inoculations and veterinary care for illness or injury and *will provide* feed, fresh water and shelter according to the animals needs, weight and work load.
- 3) That, Crossed Sabers Stable *reserves the right* to reassign the animal if Adopter can no longer care for it and the adopter agrees to pay the transport of said animal and that if this small animal was placed as part of a sale with a horse and if the dog must be returned, that the full fee of the horse adopted will be paid upon return of the dog.
- 4) That, the Adopter *will notify* Crossed Sabers Stable if the adopted animal is the moved to a different location for the purpose of residence; That, the Adopter *will notify* Crossed Sabers Stable of the death of the animal & disposition. Adopters will dispose of the remains in accordance with applicable sanitation laws;

- 5) That, *with the default* of any terms and conditions herein, Crossed Sabers Stable is authorized to take possession of and regain full ownership of the animal named above, if this happens the adopter agrees to pay all transport fees;
- 6) *Attorney's fees and Court Costs:* Adopter *agrees to pay* reasonable attorney fees and court costs to Crossed Sabers Stable in the event that this matter is forwarded to an attorney and/or court for enforcement; The adopter understands that any reduced fee for horse adoption in conjunction with the dog/cat adoption must be paid back to Second Wind if the dog is returned.
- 7) *SWAP Fines:* I understand that SWAP has fines of \$10,000. for neglect, falsification or fraud, abuse, selling, transferring, death caused by adopter negligence. I agree to all terms of this contract and I confirm that this application is true and factual to the best of my ability.

Name of Adopter: _____ Telephone number: _____
(The adopter must be a person age 18 or older and employed)

Street Address: _____

City: _____ State/Zip: _____

Country in which you reside: _____

Number of years at this residence: _____ Other states you have lived in _____

Name/Phone of Employer: _____

Number of years w/ this employer: _____

Fax number: _____

Beeper/Cellular Phone: _____ Work Phone: _____

E-mail Address: _____

Have you read, understand the *Terms of Adoption* and can abide by them? Y N

Crossed Sabers Stable Second Wind Program Representative: _____

Adopter Signature: _____ Date: _____