



Frederick Farm Goat Sanctuary's Resident Adoption Agreement

This Resident Adoption Agreement (the "Agreement") is entered between _____ (the "Adopter") and **Frederick Farm Goat Sanctuary** (the "Sanctuary"), as of the agreement date, below. Together, Adopter and Sanctuary shall be referred to as the "Parties", and each individually as "Party."

The Adopter, upon adoption application approval and payment of an adoption fee of \$ _____ shall adopt the following animal residents ("Resident(s)") from **Frederick Farm Goat Sanctuary**.

Animal Resident(s) To Be Adopted:

- 1) Name: _____
- 2) Name: _____
- 3) Name: _____
- 4) Name: _____

- Additional resident(s) are being adopted, to be listed on an additional appended page.

Terms And Conditions Of This Adoption

1. **Adoption Requirements** - The Adopter agrees to abide by the following requirements in order to adopt the Resident(s):
 - a. **Respect** - The Adopter must always treat the Resident(s) with the utmost respect, and never cause harm through abuse, neglect, or anything that would cause the Resident(s) to suffer. This includes never subjecting the Resident(s) to unnecessary elective harm-causing medical procedures, such as disbudding or de-horning, unless recommended as a course of treatment by a qualified veterinarian.

- b. **Appropriate Care Conditions** - The Adopter will ensure that the Resident(s) will always have appropriate indoor and outdoor living spaces, including appropriate fencing and suitable measures to prevent predation by other animals. In addition, The Adopter will always provide the Resident(s) with appropriate food, water, nutritional supplementation, and healthcare. The Adopter will follow food, nutritional, and healthcare recommendations, in addition to living space guidelines.
 - c. **Companionship** - The Resident(s) must live with at least one member of their species, or an individual of a different, appropriate species as approved by **Frederick Farm Goat Sanctuary**. The Resident(s) are only to be isolated for a limited period of time if there is a medical need to do so, and only if deemed necessary by a qualified veterinarian.
 - d. **Healthcare And Documentation** - The Adopter must provide or obtain all typical and required care from a licensed veterinarian, in addition to keeping appropriate medical records and documentation.
 - e. **No Reproduction** - Under no circumstances are the Resident(s) to reproduce, either through intentional breeding or unintentionally due to co-housing with fellow animals that could result in a pregnancy.
 - f. **No Dairy Production** - In addition, if a female should happen to be pregnant, unknowingly and mistakenly prior to adoption, The Adopter agrees that the baby(ies), male or female, will be kept with the mother for the remainder of their lives under custody of The Adopter, OR the mother and baby(ies) will be released to **Frederick Farm Goat Sanctuary** for permanent placement. Under no circumstances will The Resident(s) be milked for the benefit of humans - which includes both the consumption and/or making of milk, cheese for other related food products; as well as any other products that include the use of dairy, such s soap, lotion or other health/beauty/nutritional products.
2. **The Health & Behavior Of The Resident(s)** - The Adopter acknowledges that the Resident(s) being adopted from **Frederick Farm Goat Sanctuary** have come from a variety of exploitative living situations, and, as a result, may have health and behavioral issues. Because of this, **Frederick Farm Goat Sanctuary** makes no claims, warranties, representations, or guarantees, either express or implied, as to the temperament, health, mental disposition, or lifespan of the Resident(s) being adopted.
3. **Release Of Liability** - The Adopter releases **Frederick Farm Goat Sanctuary** and all associated personnel (including directors, officers, employees, volunteers, agents, successors, and insurers), and assigns from any and all liability for any personal injury, property damage, or any other losses caused by the Resident(s), whether such injury, damage, or loss is caused to the Adopter, members of the Adopter's family, or any other animals under the Adopter's care, or to

any other person, property, or organization. The Adopter assumes the full risk of any such injury, damage, and/or loss and the payment of any resulting liability.

4. **A Financial Responsibility To The Resident(s)** - The Adopter acknowledges and agrees to assume full responsibility for the overall health and welfare of the Resident(s) for the entirety of the Resident(s)' natural life. This includes, but is not limited to, veterinary and healthcare costs, housing and shelter costs, feeding costs, and all other expenses necessary to provide care for the Resident(s).
5. **Tenancy & Family Members** - If the Adopter is a tenant, then the Adopter agrees to provide written permission from the landlord consenting to the Resident(s)' adoption. The Adopter further represents that if there are family members present, the Adopter's family members have agreed to the adoption of the Resident(s), and that all family members will abide by the terms of this Agreement.
6. **The Adoption Fee** - The Adopter understands that the adoption fee helps defray **Frederick Farm Goat Sanctuary**'s expenses for food, sheltering, veterinary care, enrichment and training for all the animal Residents residing at **Frederick Farm Goat Sanctuary**, in addition to administrative costs. Accordingly, adoption fees are non-refundable.
7. **Prohibition Of Transfer** - The Adopter acknowledges and agrees that the Adopter will never sell, give away, donate, or otherwise dispose of the Resident(s) to any individual or organization whatsoever, unless the Adopter makes written arrangements for a qualified successor to provide care for the Resident(s) respecting all terms and conditions of this Agreement. If a successor takes possession of the Residents, they will notify **Frederick Farm Goat Sanctuary** within 30 days of this transfer of ownership, including the reason for the transfer, their contact information, and the location of the Resident(s).
8. **Notification Of Loss Of The Resident(s)** - In the event that Resident(s) become lost, stolen, or pass away, the Adopter will immediately notify **Frederick Farm Goat Sanctuary**. The Adopter will also immediately notify **Frederick Farm Goat Sanctuary** of any change of contact information for the Adopter, including changes of address, phone number, or email address.
9. **Relinquishing The Resident(s)** - The Adopter acknowledges and agrees that if the Adopter is unable or unwilling to continue providing care for the Resident(s) as provided herein and in accordance with the care standards set forth, that the Adopter will not relinquish custody of the Resident(s) to any individual or organization and will contact **Frederick Farm Goat Sanctuary** immediately.
10. **Returning The Resident(s)** - The Adopter acknowledges that the Adopter can return the Resident(s) to **Frederick Farm Goat Sanctuary**, subject to **Frederick Farm Goat Sanctuary**'s prior consent. The Adopter further acknowledges that the Adopter will not be entitled to a refund of any adoption fees remitted to **Frederick Farm Goat Sanctuary**, and The

Adopter will be responsible for transportation costs, or any other costs incurred resulting from the return of the Resident(s) to **Frederick Farm Goat Sanctuary**.

- 11. Wellness Reporting & Facility Visits from Frederick Farm Goat Sanctuary**- The Adopter grants permission to staff and other authorized agents of **Frederick Farm Goat Sanctuary** to inspect The Adopter's facilities and living spaces for the Resident(s) and conduct health examinations of the Resident(s), with or without advance notice. In addition, The Adopter agrees that **Frederick Farm Goat Sanctuary** has the right, in its sole discretion and when it sees fit, to require the Adopter to provide a written wellness report and photographs or video of the Resident(s), upon a verbal or written request by **Frederick Farm Goat Sanctuary**. Such a report shall be provided via email at meagan@frederickfarmgoats.com or another email address as designated by **Frederick Farm Goat Sanctuary** within ten (10) calendar days of the request. The Adopter agrees to address any particular concerns or questions raised by **Frederick Farm Goat Sanctuary** in said report.
- 12. Frederick Farm Goat Sanctuary's Right To Immediate Possession Of The Resident(s)** - The Adopter acknowledges and agrees that **Frederick Farm Goat Sanctuary**, at any time and in its sole discretion, has the right of immediate possession of the Resident(s) if deemed necessary by **Frederick Farm Goat Sanctuary**. By signing this Agreement, The Adopter hereby waives any and all rights the Adopter may have to claim for conversion, trespass, or any other statutory, regulatory, contractual, or tort claims that the Adopter may otherwise have against **Frederick Farm Goat Sanctuary** and/or its officers, directors, employees, insurers, volunteers, agents, successors, and assigns as a result of **Frederick Farm Goat Sanctuary's** reclaiming of the Resident(s) from The Adopter's facilities.
- 13. A Perpetual Media License** - The Adopter agrees that **Frederick Farm Goat Sanctuary** may continue to use any and all photographs and videos taken of the Resident(s), and has a perpetual license to use the Resident(s)' names, likenesses, and stories in connection with any of **Frederick Farm Goat Sanctuary's** activities, including but not limited to for promoting **Frederick Farm Goat Sanctuary's** adoption program and for any and all fundraising activities. Regardless of the fact that the Adopter will, by virtue of adopting the Resident(s), be the owner in possession of the Resident(s), the Adopter grants **Frederick Farm Goat Sanctuary** a perpetual license to use the Resident(s)' stories, images, and any other material related to the Resident(s).
- 14. Indemnification** - The Adopter agrees to indemnify and hold **Frederick Farm Goat Sanctuary** and its officers, directors, employees, insurers, volunteers, agents, successors, and assigns harmless for any and all claims of any sort, which relate to facts after the date of adoption, and while are in any way related to any acts by, incidents involving, injuries caused by or to, or condition of the Resident(s) adopted from **Frederick Farm Goat Sanctuary**

This Agreement to indemnify **Frederick Farm Goat Sanctuary** shall include any damages, judgments, awards, and/or settlements, as well as any attorneys' fees and costs awarded against the

Adopter and any of the Adopter's employees, agents, successors, and assigns, as well as any damages, judgments, awards, and/or settlements, as well as any attorneys' fees and costs awarded against **Frederick Farm Goat Sanctuary**, its officers, directors, employees, insurers, volunteers, agents, successors and assigns amounts of any settlements, and attorney's fees and costs of litigation incurred by **Frederick Farm Goat Sanctuary**.

The provisions of this Paragraph are supplemental to the provisions of Paragraph 3 and the two Paragraphs should be read to be consistent with each other. In the case of any conflict, the Parties agree that the provisions of this Paragraph shall prevail.

- 15. Choice Of Forum & Choice Of Law** - The Adopter agrees that New York State law will apply in any dispute, action, or arbitration arising out of or relating to this Agreement, and that jurisdiction and venue shall be mandatory in New York State. The Adopter consents to and waives any objections to the exercise of personal jurisdiction in any such action.
- 16. Specific Performance** - The Adopter agrees that irreparable damage would occur and monetary damages are inadequate to compensate **Frederick Farm Goat Sanctuary** for the loss that it may sustain should the Resident(s) be harmed by any act of the Adopter or in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and therefore, the Adopter agrees that in addition to any monetary relief to which **Frederick Farm Goat Sanctuary** may be entitled, **Frederick Farm Goat Sanctuary** also has the right of immediate possession of the Resident(s) in any successful action filed by **Frederick Farm Goat Sanctuary**.
- 17. Successors And Assigns** - Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the Parties hereto.
- 18. Headings** - The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 19. Integration** - This Agreement, together with any attachments, constitutes a single, integrated, written contract, expressing the entire agreement between the Parties concerning the adoption of the Resident(s) described above. The Parties represent and warrant that they are not relying on any promises or representations which do not appear written herein. The parties further understand and agree that this Agreement can be amended or modified by a written agreement, signed by all of the Parties hereto.
- 20. Severability** - Each Party, through its representative with authorization to execute this Agreement on behalf thereof, hereby signs this Agreement and signifies its Agreement to be bound by the terms, conditions and provisions hereof. This Agreement may be executed in separate counterparts and each such counterpart shall be deemed an original with the same effect as if all Parties had signed the same document. Each Party, through its representative with

authorization to execute this Agreement on behalf thereof, hereby signs this Agreement and signifies its Agreement to be bound by the terms, conditions, and provisions hereof.

21. Execution Of Agreement - This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

By signing below, The Adopter has read, understood, and agrees to enter into and fully abide by ALL terms and conditions of this Agreement. The Adopter further certifies that the Adopter's statements in this Agreement and the Adoption Application are true and correct.

Signature of Adopter

Date

Printed Full Name

Street Address

City

State

Postal Code

Home or Work Telephone Number

Cellular Phone Number

Email Address

Signature of **Frederick Farm Goat Sanctuary** Employee/ Witness

Printed Full Name of **Frederick Farm Goat Sanctuary** Employee/ Witness