



Circle L Rescue

4980 S 445 Road Salina, OK 74365

918-964-9560

contact@CircleLRescue.org

a 501c3 non-profit organization

Adoption/Caregiver Application & Contract

AGREEMENT made this day of _____ 20____, by and between CIRCLE L RESCUE (hereinafter referred to as “CLR”) and _____ (hereinafter referred to as “Caregiver”). In consideration of the mutual covenants herein, and intending to be legally bound hereby, the parties agree as follows:

Circle L Rescue agrees to place the animal described as: *(to be filled in by CLR staff)*

species _____ age _____ sex _____ color _____
tattoo # _____ microchip # _____ (hereinafter referred to as “Animal”)

to Caregiver on this day of _____ 20____, for the purpose of providing a safe, healthy and loving environment for the animal.

CAREGIVER AGREES TO THE FOLLOWING:

1. GENERAL AGREEMENT

- a. Caregiver agrees Circle L Rescue (CLR) is placing the Animal with the Caregiver in exchange for (1) Caregiver’s agreement to comply with the terms of this Contract and (2) the companionship the Animal will provide to the Caregiver.

2. GENERAL RESTRICTIONS

- a. Circle L Rescue retains **PERMANENT LEGAL OWNERSHIP** of the aforementioned Animal.
- b. The Animal **MAY NOT BE RACED, BRED, USED FOR EMBRYO TRANSFER, SOLD, GIVEN AWAY, ASSIGNED, TRANSFERRED, LEASED, SLAUGHTERED, USED FOR ANY COMMERCIAL PURPOSE WHATSOEVER, OR DISPOSED OF BY THE CAREGIVER.**

- c. In the event the Caregiver is no longer able to provide good care for the Animal(s) he or she CANNOT give away, sell, lease or transfer the Animal. The Caregiver will immediately notify CLR and will only release the Animal to CLR. Caregiver acknowledges CLR will need seven (7) business days to make proper arrangements to receive the Animal back to the care and custody of CLR.
- d. In the event of Caregiver's death, named Animal must be released only to CLR within seven (7) business days of the date of death of Caregiver.

3. CARE OF EQUINE

- a. The Caregiver will ensure that the Equine maintains the weight and condition described as #6 Moderately Fleishy" according to the Henneke Scoring System as per the standards published by the National Animal Control Association. The Caregiver hereby acknowledges that the Equine may not be in "Condition #6 Moderately Fleishy" at the time of placement and agrees to improve condition of said Equine to Condition #6 within a reasonable amount of time not to exceed thirty (30) days and will provide proper care to maintain its weight at "#6 Moderately Fleishy." The Caregiver agrees that the Equine will have free access to water, a shelter with a minimum of three sides and safe fencing, and will not be housed at any time in a stall or shelter smaller than 10' x 10'.

4. CARE OF CANINE

- a. The Caregiver will ensure that the Canine maintains the weight and body condition described as "Condition #6" according to the standards published by the American Animal Hospital Association and scoring chart available at CircleLRescue.org/adoption-101. The Caregiver hereby acknowledges that the Canine may not be in "Condition #6" at the time of placement and agrees to improve condition of said Canine to Condition #6 within a reasonable amount of time not to exceed thirty (30) days and will provide proper care to maintain its weight at "Condition #6". The Caregiver agrees that the Canine will have free access to water, an appropriate size dog house, safe fencing, and allowed to reside in the Caregiver's home a MAJORITY of time.

5. REQUIRED VETERINARY CARE and VETERINARY FOLLOW UP FORM

- a. Your licensed veterinarian must complete a veterinary follow-up form semi-annually FOR EQUINE and annually FOR CANINE (it is suggested to coincide with vaccinations) and submit to CLR. Forms are available on CLR's website: CircleLRescue.org/adoption-101 and/or by contacting the office at 918-964-9560 or email contact@CircleLRescue.org
- b. EQUINE - The Caregiver agrees that the following veterinary care will be provided for the Equine according to the schedule noted below as semi-annually at the sole expense of the Caregiver:
 - i. by May 15th: Spring Inoculations: Eastern/Western Encephalitis, Tetanus, West Nile and Rabies, Coggin's test, Dental Care and any other inoculations your veterinarian recommends for endemic disease.
 - ii. by November 1st: Fall Inoculations: Flu, Rhino, Dental Care, and any other inoculations your veterinarian recommends for endemic diseases.

- iii. Worming: Worming every six to eight (6 to 8) weeks, or as advised by veterinarian.
 - iv. Hoof Care: every six to eight (6 to 8) weeks.
 - v. Dental Care: Routine Dental Care to be completed annually.
- c. CANINE - The Caregiver agrees that the following veterinary care will be provided for the Canine according to the schedule noted below annually at the sole expense of the Caregiver:
- i. Vaccinations:
 - 1. Distemper
 - 2. Adenovirus
 - 3. Parvovirus
 - 4. +/- Parainfluenza
 - 5. Bordetella
 - 6. Canine influenza
 - 7. Rabies
 - 8. any other inoculations your veterinarian recommends for endemic disease
 - ii. Flea and Tick Prevention: Caregiver agrees to provide consistent coverage for the prevention of fleas and ticks by means of monthly, quarterly or annual medication as prescribed by veterinarian.
 - iii. Heartworm Prevention: Caregiver agrees to provide consistent coverage for the prevention of fleas and ticks by means of monthly, quarterly or annual medication as prescribed by veterinarian.
 - iv. Nails: Caregiver agrees to keep the Canine's nails trimmed appropriately, as instructed by the veterinarian or groomer.
 - v. Dental Care: Dental care as advised by veterinarian.

6. PHOTOS UPON REQUEST

The Caregiver agrees to supply photos of the Animal upon request from CLR, within 24 hours of receiving the request.

7. MICROCHIP FOR CANINE

The Canine in question has been fitted with a microchip, number included above. Caregiver agrees the microchip will remain permanently registered to Circle L Rescue.

8. ILLNESS, INJURY OR DEATH

- a. The Caregiver agrees to provide recommended veterinary care for illness and/or injury of the Animal according to its needs and/or according to the requirements of the ordinances of the County of _____ and the laws of the State of _____
 (your county of residence) (your state of residence)

- b. In non-emergency situations, if it is deemed by a licensed veterinarian that the quality of life of said Animal is poor, euthanasia may only be administered by a licensed veterinarian.
- c. In the event of the natural death or euthanasia of the Animal, the Caregiver will, within forty-eight (48) hours, notify CLR of:
 - i. of the death
 - ii. the cause thereof and,
 - iii. the circumstances surrounding the death.
 - iv. Within five (3) days of the death of the Animal, a signed statement from a veterinarian licensed to practice veterinary medicine in the state where the death occurred must be forwarded to CLR confirming the apparent cause of death. Euthanasia, when necessary, may only be performed by a licensed veterinarian.

9. MOVING LIVING ARRANGEMENTS

- a. The Caregiver may only move the Animal to a new location if CLR is informed in writing thirty (30) days prior to the proposed move. Said Animal will reside at:

Directions from nearest interstate route and/or major city:_____

and will not be moved from the aforementioned address without the written approval of CLR.

10. TRANSPORTATION/SHIPPING and EXPENSES

- a. Transportation arrangements and costs are the sole responsibility of the Caregiver at the time of placement, and in the event the Animal is to be returned to CLR for any reason. Caregiver is to secure transport of the Animal to their location within ten (10) business days of signed contract, should more time be needed there is a charge of fourteen (\$14.00) dollars per day.

11. OTHER

- a. A representative of CLR or duly authorized agent thereof shall be permitted to visit the Animal(s) at its location without prior notice to the Caregiver and may remove the Animal from said location at the discretion of CLR. If the Animal is returned to or retrieved by CLR in condition less than “Condition #6 Moderately Fleishy”, according to the Henneke Scoring System for Equine or “Condition #6” according to the standards published by the American Animal Hospital Association , and it is also noted by a licensed veterinarian that other care is needed due to the Caregiver’s negligence, the Caregiver agrees to pay the expenses to improve the condition of the Animal, transportation, all attorney’s fees, and court expenses, staff time, and all other related expenses.

12. CLR LIABILITY LIMITS

- a. The Caregiver agrees to hold harmless CLR, its board members, volunteers, employees, foster care providers, owners of the Animal and former owners of the Animal for damage or injury caused to any person or property by the Animal including but not limited to all attorneys’ fees, costs and expenses of litigation as well as any award for damages, any and all medical expenses

or other costs incurred as the result of damage or injury to any person or property. The Caregiver is aware that CLR does not guarantee or warrant the general condition, temperament, or soundness of any Animal. Caregiver is advised to obtain appropriate liability insurance coverage, as CLR will not be responsible for any liability.

13. VALIDITY AND NONWAIVERS

- a. In the event this contract is deemed to include any invalid clauses, such invalidity shall not affect the remaining portion of the contract which shall remain in full force and effect as if the invalid clause had not been included herein. If CLR fails to exercise any of its rights under this contract, said failure shall not be construed to be a waiver or release thereof and CLR shall nonetheless retain all of the rights granted to it hereunder which rights shall remain in full force and effect at all times.

14. ENTIRE AGREEMENT/AMENDMENT

- a. This Adoption/Caregiver Contract contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter. This contract may be modified or amended in writing, if such writing is signed by both parties and ATTACHED hereto on a separate addendum.

15. LAWS OF STATE GOVERNING AGREEMENT

- a. This Contract shall be governed by the laws of the Cherokee Nation and the State of Oklahoma. The parties hereto agree to the jurisdiction of the Cherokee Nation and the State of Oklahoma. The adopter will incur all expenses should CLR need to pursue legal action or action to help and recover possession of the aforementioned Animal.

16. ADOPTION FEES ARE NON-REFUNDABLE

CONFESSION OF JUDGMENT

POSSESSORY CONFESSION OF JUDGMENT: In the event this adoption contract is terminated on account of any Event of Default or when the Animal is not immediately returned to CLR as required, it shall be lawful for any attorney of any court of record to appear as attorney for CLR and to appear for Caregiver in any and all actions which may be brought for recovery of the Animal and to sign for Caregiver an agreement for entering in any court of competent jurisdiction an amicable action or actions for the recovery of the Animal, to confess judgment for the recovery by CLR of possession of the Animal, for which this Contract shall be sufficient warrant. Upon entry of judgment for possession, if CLR so desires, an appropriate writ of possession may issue promptly, without any prior writ or proceeding whatsoever, provided that if for any reason after such action shall have been commenced it shall be determined that possession of the Animal should remain or be restored to Caregiver, CLR shall have the right for the same default and upon any subsequent default or defaults, or upon termination of this Contract or of the Caregiver's right or possession, to bring one or more further amicable action or actions to recover possession of the Animal and to confess judgment for the recovery of possession of the Animal as provided. Notwithstanding anything contained in this Contract to the contrary, the right of CLR to initiate an amicable action for recovery of possession of the Animal as specified above shall not

preclude or limit CLR's right to initiate an amicable action for recovery of damages (including but not limited to, all reasonable legal fees, costs and expenses incurred to recover possession of the Animal).

MONETARY CONFESSION OF JUDGMENT: If the Caregiver shall default under this Contract by failing to ensure provision of required care, or due to sale, transfer or other conveyance of the Animal by Caregiver, the Caregiver hereby authorizes and empowers any attorney of any court of record to appear for Caregiver in any and all actions which may be brought for recovery of the Animal and to sign for Caregiver a Contract for entering in any court of competent jurisdiction an amicable action or actions for the recovery of Equine as well as ten thousand dollars (\$10,000.00) or for the recovery of Canine as well as five thousand dollars (\$5,000.00) **PLUS** reasonable legal fees, costs and expenses incurred or to be incurred to recover possession of the Animal and other sums, and in suits or in amicable action or actions to confess judgment against Caregiver for all or any part of the reasonable legal fees, costs and expenses incurred to recover possession of the Animal and other sums including but not limited to interest thereon. Such authority shall not be exhausted by one exercise, but judgment may be confessed from time to time as often as any of the enumerated sums shall become due and such powers may be exercised after the expiration of the term of this Contract as well.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of the date first above written.

I understand the following (INITIALS REQUIRED ON EACH)

FOR EQUINE ADOPTIONS:

_____ I cannot race, sell, breed, use for embryo transfer, assign, transfer, lease, slaughter, or use for commercial purposes.

_____ Should I not be able to provide the required care to this Equine, I am legally required to return\ this animal to the care and custody of CLR.

_____ I understand the Veterinary Follow-ups must be submitted semi-annually.

_____ If the Equine changes location, CLR must be informed prior to moving.

FOR CANINE ADOPTIONS:

_____ I cannot sell, breed, use for embryo transfer, assign, transfer, lease, slaughter, or use for commercial purposes.

_____ Should I not be able to provide the required care to this Canine, I am legally required to return\ this animal to the care and custody of CLR.

_____ I understand the Veterinary Follow-Up forms must be submitted annually.

_____ If my residence changes physical location, and therein the physical location of the animal also changes, CLR must be informed prior to moving.

DISCLOSURE

Your signature below gives Circle L Rescue and/or associates permission to contact your personal references, veterinarian, and any other professional reference provided, and conduct a background check as part of this adoption process. Your signature below indicates you agree fully and completely to all terms and conditions, as outlined explicitly above.

applicant signature

date

Circle L Rescue representative

date