

EIN- 84-4705773

PO Box 402, Delta, PA 17314 www.thephoenyxfarmandsanctuary.org Phone: 484-431-3658 Email:thephoenyxfarmandsanctuary@yahoo.com Facebook: The Phoenyx Farm And Sanctuary 501(c)(3) woman-founded non-profit animal rescue and sanctuary

Rescue. Rehab. Rehome. What will be your legacy?

## A WORD ABOUT ADOPTION, RESCUE AND FEES

The Phoenyx Farm and Sanctuary is a non-profit Organization that strives to improve neglected, starved, and abused animals lives. We provide Animal Rescue regardless of age or disability. We provide Rehabilitation, Education, Sanctuary and Adoption Services. We promote and teach animal care and humane, natural methods of training.

All adoption fees are put back into our rescue program in order to support future animals that need assistance. The adoption fees are just a fraction of what we invest in these animals' rehab and care. The main goal of our adoption program is to find a perfect match and forever home for each of our adoptable rescues. You are helping rescued animals with your contribution and each perfect placement allows us to rescue one more animal in need of help. Thus you are saving two lives.

All adoption fees are due, and must be paid, when adopter is approved and has agreed to adopt an animal. We do not accept payment arrangements on adoption animals.

Thank you for your interest in our Rescue and Adoption Program. Please fill out the attached paperwork and return it back to us as soon as possible. In addition to the Contract, we require a farm inspection. Upon completion of your Contract, we will contact you to inform you whether or not your contract was approved to adopt.

We appreciate your interest and look forward to meeting you. Thank you for making a difference!!

Best Regards, Rebecca Bolton The Phoenyx Farm and Sanctuary Inc. PO Box 402 Delta, PA 17314



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## **ADOPTION CONTRACT**

The information submitted on this contract is confidential. The Phoenyx Farm and Sanctuary is committed to matching adoptable animals with the right owner(s) and in a setting which ensures a happy life for both, therefore we must ask for detailed information. Thank you for cooperating and for understanding the sensitivity in this process.

NAME: DATE:					
ADDRESS:					
CITY/STATE/ZIP:					
MAILING ADDRESS:					
PHONE NUMBER:					
EMAIL:					
NAME OF ANIMAL YOU ARE INTERESTED IN ADOPTING WHY DO YOU WISH TO ADOPT THIS ANIMAL:	IG:				
HAVE YOU EVER OR DO YOU CURRENTLY OWN	A HORSE?	YES	NO		
IF YES, HOW LONG HAVE YOU OWNED YOUR HORSE(	(S):				
HOW MANY HOURS PER DAY CAN YOU DEVOTE TO	YOUR HORSE				
WILL VOLUBE THE DRIMARY HANDLER/RIDER: VE	ES NO	Δ <i>C</i> .Ε•			

ARE THERE CHILDREN IN THE HOUSEHOLD: YES NO  IF YES, PLEASE LIST AGES:								
PLEASE NOTE: SOME HORSES HAVE LIMITATIONS SUCH AS, BUT NOT LIMITED TO: PARTIAL BLINDNESS, LAMENESS AND/OR BEHAVIORAL ISSUES AS MOST HAVE BEEN RESCUED FROM DIRE SITUATIONS.								
	PLEASE LIST ANY LIMITATIONS THAT YOU DO NOT WISH TO ACCEPT:							
		PERIENCE WITH AND WOULD BE WILLING						
TO PAY TO HIRE A TRAIN		EXCEED \$700/MONTH, ARE YOU WILLING SE ABOVE YOUR EXPERIENCE LEVEL? PHONE:						
	WILL YOU BE DOING? (CHE	•						
		PLEASURE/TRAIL:						
	DRESSAGE:							
		NONE (COMPANION):						
WILL THE HORSE BE BOA	ARDED OR HOUSED ON YC	UR OWN PROPERTY: YES NO						
IF BOARDING FACILITY,	PROVIDE NAME, ADDRESS	AND CONTACT NUMBER:						
DO YOU OWN OR LEASE # OF ACRES	E PROPERTY: OWN	LEASE						
WHAT TYPE OF FENCING								
	(2) REFERENCES, NOT RELA	*						
		FOR AN ADOPTED ANIMAL:						
ADDRESS:		:						

PLEASE PROVIDE NAME AND NUMBER OF YOUR CURRENT VE	IERINARI	AN AND FARRIER:
VET:		
FARRIER:		
HAVE YOU EVER SOLD AN ANIMAL THROUGH AN AUCTION:	YES	NO
IF YES, PLEASE EXPLAIN:		
HAVE YOU EVER BEEN CONVICTED OF ANIMAL CRUELITY:	YES	NO
DO YOU FEEL CONFIDENT THAT YOU CAN FINANCIALLY PROTECTION THE REST OF HIS/HER LIFE (HORSE OWNERSHIP CAN MONTH): YES NO		
ANYTHING ELSE YOU WOULD LIKE US TO KNOW ABOUT YO AS AN ADOPTER OF		-
DO YOU UNDERSTAND IN THE UNFORSEEN EVENT TH PROVIDE QUALITY CARE FOR THIS ANIMAL, YOU MUST RET	URN THEM	TO THE PHOENYX
FARM AND SANCTUARY AND ALL ADOPTION REFUNDED: I AGREE I DISAGREE INITIALS:	FEES V	VILL NOT BE
A pre-adoption visit of the adopter's premises is performed The Phoenyx Farm and Sanctuary. We also reserve the rig deemed necessary afterwards to ensure the placement is succe	ht to mak	•
I,, certify that I convictions of inhumane treatment to animals.	have no	prior violations or
By signing this contract, you certify that you are or information contained in this contract is truthful to the best of		•
Signature: D	oate:	
To ensure the best match for placement of the animal, you g	give your c	onsent allowing

To ensure the best match for placement of the animal, you give your consent allowing The Phoenyx Farm and Sanctuary to verify all references and veterinarian/farrier contacts listed is this contract. THE PHOENYX FARM AND SANCTUARY RESERVES THE RIGHT TO REFUSE ADOPTION IF DEEMS THE ANIMAL AND ADOPTER ARE NOT A SUITABLE MATCH.



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## REQUIRED LEVEL OF CARE

The level of care of Adoption Horses should be the highest standards in the Industry. These horses have been pulled from dire situations, safely rehabilitated, and now deserve your best.

The horse must have all the annual shots, Spring and Fall, and maintain a current coggins. Shots are to include Rabies, West Nile, Eastern/Western, Tetanus, Rhino, Potomac, and Influenza, unless otherwise noted by your Veterinarian.

The horse must be de-wormed by paste every three (3) months rotating between types, unless otherwise noted by your Veterinarian.

The horse must have daily turnout of no less than eight (8) hours unless there is dangerous weather.

A Veterinarian is to be called for any illness or serious injury. If diagnosis of injury or illness cannot be treated due to financial reasons, horse must be returned to The Phoenyx Farm and Sanctuary immediately.

The horse must be trimmed or shod by a qualified Farrier, going no longer than every eight (8) weeks. The feet are to be cleaned regularly.

Each horse must receive the required daily feed allowance plus plenty of good quality grass or hay.

Each horse must have access to unlimited, fresh water. A stagnant pond or creek is not an acceptable primary source of water.

Adoption Horses are to have their teeth checked and floated, if needed, annually.

The Adopter agrees not to work the horse beyond its physical limitations at any time or to put the horse in harm's way at any time.

The horse must have at least one acre of clear-cut pasture with shelter and shade.

The horse must have at least a three-sided shed in the paddock to block wind and bad weather.

Access to a stall is preferred in case of medical emergency/layup.

Pasture must have acceptable fencing; barbwire fencing is NOT acceptable.

Variations in facility requirements depend on the horse, the region and the predominant weather.

Adopter agrees and understands that under no circumstances is an adopted horse(s) to be rehomed, sold at a Livestock Auction, or sold to Slaughter. If adopter can no longer care for such adopted horse(s), horse(s) must be returned to The Phoenyx Farm and Sanctuary immediately.

The Adopter agrees to contact The Phoenyx Farm and Sanctuary for the following reasons:

- If the adopted horse(s) is needed to be moved to another facility.
- If adopted horse dies.
- If adopted horse becomes seriously injured or ill.

It is advised that the Adopter pay for a Vet Check if you have any questions prior to the horse departing The Phoenyx Farm and Sanctuary's facility. All costs upon departing and while away are to be paid by the Adopter, even return transportation. The Phoenyx Farm and Sanctuary is not responsible for any accidents or injuries, either to the horse, adopter, family and/or friends, after leaving our facility.

The Adopted Horse must be returned to The Phoenyx Farm and Sanctuary at any time, regardless of reason, if you can no longer provide a loving, forever home.

Prohibited Uses: ADOPTER AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE ADOPTED ANIMAL BE USED FOR BREEDING PURPOSES.

Adopter's Initials:		



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## DISCLOSURE AND RELEASE

Adopter represents, warrants, and declares that Adopter is aware of the following in connection with his/her adoption of the Adopted Animal from The Phoenyx Farm and Sanctuary:

- 1. That animals are different from human beings in their responses to human actions.
- 2. That the actions of animals are often unpredictable.
- 3. That animals should be closely and carefully supervised when they are with or around children.
- 4. That the Adopted Animal's behavior may change after it leaves The Phoenyx Farm and Sanctuary's premises.
- 5. That animals in a new environment may act differently and Adopter will afford the adopted animal adequate time (at least seven days) to acclimate to its new environment before being ridden, to the extent the Adopted Animal is rideable.
- 6. That any statements made by The Phoenyx Farm and Sanctuary regarding the Adopted Animal, either orally or within this adoption contract, are merely opinions and are made or given solely as a courtesy to those considering adopting an animal, and in no way amount to claims, representations or warranties as to the temperament, health, or mental disposition of the Adopted Animal or the suitability or safety of the Adopted Animal for Adopter's intended purposes.
- 7. Adopter releases, discharges, indemnifies and holds harmless The Phoenyx Farm and Sanctuary from and against any and all claims, liens, damages, losses, and causes of action which may be asserted by Adopter and all third parties for injury or damage to all persons, property, or thing whatsoever caused directly or indirectly by the Adopted Animal.

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The Phoenyx Farm and Sanctuary holds the right to recover the animal(s) if ever abused, abandoned, neglected, starved, or mistreated, etc., in anyway. The Adopter agrees to abide by the Required Level of Care, or the animal can and will be recovered by The Phoenyx Farm and Sanctuary at any time at the Adopter's expense. I have read and understand the conditions of the Adoption Contract and agree to uphold the highest level of care for my Adopted Animal.

If Adopter fails to comply with any term of this Agreement, Adopter agrees to pay The Phoenyx Farm and Sanctuary, Inc. ("PFS") an additional \$5,000.00 plus all attorneys' fees and all costs of legal action PFS may incur to enforce the terms of this Agreement. Adopter acknowledges that the additional \$5,000.00 and costs are reasonable and just compensation to in the event of Adopter's breach of contract under the circumstances of this transaction and in view of PFS charitable purposes to provide for the humane care of animals. The compensation established is for a harm that is incapable or very difficult of accurate estimation at the time of the signing of this Agreement. In the event of Adopter's noncompliance with any term of this Agreement, any conflict or claim arising out of or in relation to this contract or breach thereof, shall be settled by binding and final arbitration by the American Arbitration Association, (Jurisdiction will be in Pennsylvania). Judgment on the award rendered, by arbitration may be entered in any Court having jurisdiction. The costs shall be due whether or not PFS exercises its option to repossess the Adopted Animal(s).

Print Name:	 
Signature of Adopter:	
Date:	