



LIVESTOCK ADOPTION APPLICATION & CONTRACT

Norris Ark Training & Recovery Center

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This Livestock Adoption Contract (“Agreement”) is entered into on _____, 20, by and between Norris Ark Training & Recovery Center (“Rescue”), a Montana 501(c)(3) nonprofit organization, and _____ (“Adopter”), residing at _____.

WHEREAS, Rescue is engaged in the rescue, rehabilitation, training, and placement of livestock in accordance with Montana law and standard good husbandry practices; and

WHEREAS, Adopter desires to adopt the livestock described below and agrees to provide lifelong responsible care consistent with this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Description of Livestock

The animal being adopted is described as follows:

Name: _____

Species/Breed: _____ Age (approx.): _____

Color/Markings: _____ Sex: _____

Identifying marks/brand/microchip/tattoo: _____

Any known health, behavioral, or special needs: _____

Date of Adoption: _____

(Attach photos or additional documentation as Exhibit A if desired.)

2. Adoption Fee and Consideration

Adopter shall pay Rescue the adoption fee of \$_____ (receipt acknowledged). This fee helps defray Rescue's costs of rescue, veterinary care, and rehabilitation. No refund is available after possession of the animal is transferred.

3. Transfer of Ownership and Compliance with Montana Law

Ownership of the livestock transfers to Adopter upon execution of this Agreement, full payment of the adoption fee, and delivery of the animal. However, this transfer is subject to all terms of this Agreement.

Adopter acknowledges and agrees to comply with all Montana livestock laws, including but not limited to brand inspection requirements under Montana Code Annotated (MCA) Title 81, Chapter 3 (Marks and Brands). Rescue will provide a bill of sale or other documentation to facilitate the initial brand inspection. Adopter is solely responsible for arranging and paying for any required brand inspection before removing the animal from the county of origin or upon any future change of ownership or location. Failure to comply with Montana brand laws is a breach of this Agreement.

4. Adopter's Representations and Warranties

Adopter represents that:

___ Adopter is at least 18 years of age and has legal capacity to enter this Agreement.

___ Adopter has suitable facilities, knowledge, and financial resources to provide proper care for this species of livestock.

___ Adopter has never been convicted of animal cruelty or neglect under Montana law.

___ Adopter will allow Rescue to inspect the animal and facilities upon reasonable notice (at least 24 hours) at any time during the term of this Agreement.

5. Care and Husbandry Obligations

___ Adopter agrees to provide care consistent with Montana animal protection laws (MCA Title 45, Chapter 8) and standard good husbandry practices for the species, including but not limited to:

___ Nutrition: Daily access to adequate, species-appropriate feed and clean water in quantities sufficient to maintain healthy body condition.

___ Shelter and Environment: Appropriate shelter or pasture that protects from extreme weather, provides adequate space for natural behaviors, and maintains safe, secure fencing appropriate to the species. Facilities must be kept clean and free of hazards.

___ Veterinary Care: Regular preventive care (vaccinations, deworming, hoof/dental care as applicable), and immediate veterinary treatment for injury, illness, or disease. Adopter must maintain records of veterinary visits.

___ Monitoring and Welfare: Daily observation for signs of illness, injury, or distress (body condition, posture, appetite, behavior). Parasite control and biosecurity measures as needed.

___ Transportation: Safe, humane transport compliant with state and federal regulations.

___ General: No tethering as primary housing; humane handling at all times; compliance with all local zoning and livestock ordinances.

Rescue may provide species-specific care guidelines at adoption; Adopter agrees to follow them. Failure to meet these standards constitutes a material breach.

6. Breeding Prohibition

___ Adopter agrees that the adopted livestock shall not be bred under any circumstances without prior written permission of the Rescue. No intentional or accidental breeding is permitted. This prohibition is permanent and survives any transfer of the animal. Violation is grounds for immediate repossession of the animal by Rescue.

7. Resale, Rehoming, and Return Obligations

___ Prohibition on Resale or Rehoming: Adopter shall not sell, lease, transfer, give away, or otherwise rehome the animal to any third party for a period of three (3) years from the date of adoption without the prior written consent of Rescue.

___ Return Requirement: If at any time (during or after the three-year period) Adopter is unable or unwilling to keep the animal for any reason, Adopter must promptly notify Rescue and return the animal to Rescue at Adopter's sole expense. Rescue will make reasonable efforts to accept the return. No refund of the adoption fee will be provided.

Any attempted unauthorized transfer or failure to return the animal when required is a material breach. Rescue retains the right to repossess the animal without notice or legal process if necessary to protect its welfare, and Adopter agrees to cooperate fully.

8. Right of Inspection and Enforcement

Rescue, or its authorized representative, shall have the right to inspect the animal and Adopter's facilities upon reasonable notice. Adopter grants Rescue the right of re-entry and repossession in the event of breach. Adopter agrees to pay all costs incurred by Rescue in enforcing this Agreement, including reasonable attorney fees.

9. Liability, Indemnification, and Risk of Loss

Adopter assumes all risk of loss, injury, or death of the animal after possession is transferred. Adopter agrees to indemnify, defend, and hold Rescue harmless from any claims, damages, or liability arising from the animal's care, behavior, or presence on Adopter's property, including but not limited to personal injury, property damage, or veterinary expenses. Title and risk of loss pass to Adopter upon delivery.

10. Termination and Remedies

This Agreement remains in effect for the life of the animal. In the event of breach, Rescue may: (a) demand immediate return of the animal; (b) pursue repossession; (c) seek injunctive relief; and/or (d) recover all costs and damages. All remedies are cumulative.

11. Governing Law

This Agreement shall be governed by the laws of the State of Montana. Venue for any dispute shall be in Madison County, Montana.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements. It may be amended only in writing signed by both parties. If any provision is held invalid, the remainder remains enforceable.

13. Execution

Adopter has read and understands this Agreement, has had the opportunity to ask questions, and agrees to be bound by its terms.

Adopter: _____ Date: _____

Printed Name: _____ Email: _____

Address: _____ Phone: _____

NATARC Representative: _____ Date: _____

Printed Name: _____