

MUSTANG HORSE & BURRO SANCTUARY ADOPTION AGREEMENT

Mustang Horse & Burro Sanctuary operates a sanctuary for equines and is a Texas nonprofit corporation which is recognized as a "501(c) charitable organization by the Internal Revenue Service. In this agreement, Mustang Horse & Burro Sanctuary will be called "MHBS." The Adopter represents that the information provided in the application process is true and correct to the best of the Adopter's information and belief. MHBS and the Adopter wish to enter into this agreement to provide the adopted animal with a suitable forever home.

1. **Return Policy.** MHBS has a commitment to all its animals: to care for them for the lifetime of each animal. The Adopter agrees that if he or she is unwilling or unable to care for the adopted animal for its entire lifetime, he or she will contact MHBS and return the adopted animal to a location specified by MHBS. The Adopter understands that he or she is responsible for the care of the animal until he or she has delivered it into the proper MHBS hands, and will do everything within his or her power to safely return the animal. The Adopter agrees that in the event that he or she finds a suitable alternative home for the animal, he or she will contact MHBS with the name, address and phone number of the proposed new adopter. Any proposed new adopter will be required to complete a MHBS adoption application and other requirements for adoption and obtain approval from MHBS in writing before adopting the animal. Under no circumstances shall the adopter transfer permanent custody, ownership or possession of the animal to any one entity, including family or friends or any entity or agency, without the approval and written consent of MHBS.

2. **Adoption Fee.** The Adopter agrees to pay an adoption fee of \$ _____ to help defray MHBS' expenses for food, sheltering, spaying or neutering, vaccinations and veterinary care. Donations are also welcome.

3. **Identification, Licenses.** This animal is microchipped or BLM freezemarked for identification. MHBS is the emergency contact registered with the microchip company, so if the animal is found as a stray, MHBS will be contacted as well. Even though title to the adopted animal passes to the Adopter at the time of adoption, the Adopter agrees to keep MHBS' information on the microchip registration. This allows MHBS to rescue the animal if he/she is ever lost or stolen from the Adopter. The Adopter agrees to obtain the proper municipal license if required under local law. The Adopter also agrees to comply with local and state statutes and ordinances.

4. **Title.** MHBS transfers ownership of the adopted animal to the Adopter. The Adopter agrees not to sell, lease, loan, or transfer ownership of the adopted animal to anyone other than MHBS without MHBS written approval.

5. **Reversion of Title.** The Adopter agrees that the title to the adopted animal automatically reverts to MHBS if MHBS makes a determination that: • The Adopter is not adequately caring for the animal or • There is a breach of this agreement or • Information on the adoption application was false or • The Adopter voluntarily surrendered possession of the adopted animal to MHBS. The Adopter agrees that a copy of this agreement, along with a copy of MHBS' declaration that title has reverted to MHBS, is proof of title transfer back to MHBS.

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6. **Transport of the Adopted Animal.** The Adopter agrees to transport or pay for the transportation of the adopted animal to the Adopter. The Adopter agrees to transport the adopted animal within 30 days, at the Adopter's expense, back to North Zulch, TX, if: • The Adopter is unable to adequately care for the animal • There is a breach of this agreement by the Adopter

7. **Failure to Transport.** If the adopted animal is to be returned to MHBS and the Adopter fails to transport the animal back to MHBS according to this agreement, MHBS has the right to take physical possession of the adopted animal. The Adopter agrees to reimburse MHBS for all expenses, including legal fees, involved in regaining possession of or title to the adopted animal.

8. **Veterinary Care.** The Adopter agrees to provide the animal with the necessary vaccinations as advised by his or her veterinarian. The Adopter agrees to obtain immediate veterinary care should the animal become sick or injured, and to take full financial responsibility for any veterinary expenses.

9. **Veterinary Records.** The Adopter authorizes MHBS to review the veterinary records of the adopted animal. A copy of this agreement is sufficient authorization from the Adopter to any veterinarian to release records to MHBS.

10. **Euthanasia.** The Adopter agrees not to euthanize the adopted animal because the Adopter cannot afford necessary veterinary treatment. The Adopter agrees to contact MHBS before euthanizing the adopted animal. At its discretion, MHBS has the right to take ownership and possession of the adopted animal to save the animal from euthanasia. This provision does not apply in dire situations when the animal is suffering and needs to be immediately euthanized.

11. **Care of the Animal.** The Adopter agrees to care for the animal for his/her entire lifetime. Care for the animal is at the Adopter's sole expense. This care includes, but is not limited to, the following: • Providing quality food, including minerals, vitamins, salt block, and fresh, unfrozen water. • Providing overhead shelter from snow, rain, wind and sun. The shelter can be natural or man-made. • Providing care for any special needs the animal has or develops.

Providing proper medical and health care to the animal, including, but not limited to, the following: – Proper veterinary treatment for injuries and illness – Annual vaccinations – Following a regular deworming schedule – Proper hoof care – Annual dental care – Other _____ – Other _____

12. **No Representations.** The Adopter understands that MHBS does not guarantee the health, temperament, or training of the above described animal. MHBS adopts animals out so they can be saved and given a good life. Animals are adopted "as is" from MHBS, with no warranty expressed or implied. The Adopter agrees that he/she is adopting the animal to rescue him/her, and not for commercial value. The adopted animal has at least the following limitations:

_____ The Adopter agrees not to work or use the animal beyond the animal's abilities.

13. **Inspection.** The Adopter agrees that MHBS or its representative can perform in-person or telephone follow-up checks, including unannounced facility visits, on the adopted animal. If MHBS decides the adopted animal is inadequately cared for, MHBS has the right to immediately take possession of the

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animal. The Adopter gives MHBS or its representatives the right to enter the Adopter's property for the purpose of inspecting the adopted animal or taking possession of the adopted animal according to the provisions of this agreement.

14. **Breeding.** The Adopter agrees not to breed the adopted animal.

15. **Seizure and Impoundment of the Animal.** If the animal shall, for any reason, be picked up by local law enforcement or animal control, the Adopter will immediately contact MHBS by phone or email and inform MHBS directly that the animal has been picked up and impounded and identify the animal's location. The Adopter shall also inform the authorities holding the animal that the animal is under the ultimate ownership of MHBS and is microchipped, provide contact information for MHBS to the authorities and request that the authorities contact MHBS immediately.

16. **Release.** The Adopter, and for his/her spouse, heirs, executors, personal representatives and assigns, agrees never to bring a claim or suit against Mustang Horse & Burro Sanctuary. The Adopter releases MHBS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from the adoption or behavior or actions of the animal. The Adopter understands that this agreement discharges MHBS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to the Adopter and his/her spouse, heirs, executors, and assigns, with respect to bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss that may result from the adoption or behavior or activities of the animal. The Adopter releases MHBS and discharges MHBS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for MHBS' own negligence or liability that may result in bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss to the Adopter.

17. **Indemnity Agreement.** The Adopter, and for his/her spouse, heirs, executors, personal representatives, and assigns, agrees to indemnify and hold MHBS harmless for all bodily injury, personal injury, illness, amputation, scarring, death, property damage or other losses, including attorney's fees and costs of litigation, that result to anyone else or any other entity because of the Adopter's negligence or liability. This includes lone acts or omissions by the Adopter as well as the combined acts of the Adopter with others.

18. **Audio-Visual Images.** The Adopter understands that the activities of MHBS are potentially of interest to donors, foundations, contributors, government officials and the public at large, and that in connection therewith such activities, including adoptions, may be recorded on film, video or other electronic recording media. The Adopter hereby consents to such recording and to the use by MHBS of any recorded images or other media recordings of his/her name and likeness for any purpose related to furtherance of the objectives of MHBS. In particular, the Adopter grants MHBS permission to copyright and use, reuse, publish, and republish recorded images or other media recordings, without restriction as to changes or alterations, for art, advertising, trade, or other purpose.

19. **Change of Address.** In the event that the Adopter moves, he or she agrees to contact MHBS with change of address information, so that all records can be updated.

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20. **Procedure to Reclaim.** MHBS makes a lifetime commitment to any animal that is accepted into the sanctuary. On rare occasion, MHBS may have to reclaim the adopted animal. Here is the procedure that will be followed: a. MHBS will notify the Adopter by certified mail, return receipt requested, of the reclamation and ask that the animal be returned. The notice shall state clearly the circumstances under which MHBS is acting and state a date when the Adopter may meet with agents of MHBS to discuss the situation. b. After seven days from the posting of this notice, if the Adopter has not notified MHBS, or has not accepted the notice, legal action will be taken by MHBS to retrieve the animal. c. If the animal is in a situation that may endanger its life, MHBS may call animal control in the Adopter’s locality to recover the animal on behalf of MHBS. d. In the event that either of these situations occurs, or if for any reason the animal is returned to MHBS, the Adopter may request a meeting to discuss the matter within 10 days after the animal is reclaimed. e. Any decision of MHBS is final as to whether the animal shall be returned to the Adopter.

21. **Other.** The Adopter expressly agrees that the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. The Adopter agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement. This is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises.

This agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. Any disputes under this agreement will be resolved in Madison County, Texas. All disputes under this agreement will be settled by binding arbitration. The Adopter agrees that he/she is legally competent to enter into this agreement, and this Agreement is binding upon the heirs, assigns, successors, personal representatives and executors of both parties.

Signature of Adopter

Date

Agent for Mustang Horse & Burro Sanctuary

Date

Adoption fee received: \$ _____

Donation received: \$ _____