

Equine Donation Agreement

1. This Agreement is made by and between PonyUp4Kids Foundation, Inc. ("Foundation") and the owner or owner's authorized agent ("Donor") for the purpose of a short-term horse loan to the Foundation.
2. DATES. Every potential donation horse is taken for a 21 day loan trial period. Your horse will be handled, and evaluated for suitability to our program. We will call you within the 21 day period to discuss your horse's suitability in our program.
3. HEALTH AND CONDITION OF HORSE. The **Equine Donation Candidate Form** must be completed and signed, and is part of this contract. Donor affirms that the horse has no defects of limb or temperament other than those disclosed on the horse health form that would render it unsuitable or unsafe for use by the Foundation. Horse must be shod or trimmed within two weeks of arrival; de-wormed within one month; and be current on annual vaccinations.
4. TRANSPORTATION. Donor is responsible for horse's transportation to Foundation and from the Foundation at the end of this agreement if horse is not accepted. Horses are to be dropped off Monday through Friday between 8am and 4pm.
5. USE OF HORSE DURING LOAN. Donor understands and agrees that the horse will be housed at Foundation and will be used in the teaching and educational program.
6. CARE AND MAINTENANCE. The Foundation shall be responsible for the horse's reasonable care and maintenance, including feeding, shoeing, and routine veterinary care.
7. INDEMNIFICATIONS. Donor and Foundation shall defend, indemnify and hold one another, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees. ("Omissions" includes failure to disclose information on the Horse Health History Form.) The foregoing to the contrary notwithstanding:
 - a. The Foundation's liability for the loss or death of the horse is limited to \$300.
 - b. The Foundation's liability for special care needed in the event of injuries or illness to the horse during this contract shall be limited to \$100.
8. SERIOUS ILLNESS OR INJURY. In the event of a serious illness or injury during the loan agreement period, the Foundation shall make a reasonable attempt to contact Donor for instructions. If Donor cannot be reached:

____ Foundation is authorized to have the horse humanely euthanized if in the horse's best interests in the opinion of PU4K.

____ Foundation is authorized to contact any of the following individuals for instructions without incurring liability for the individual's decision. If Foundation cannot reach any of them, PU4K shall be authorized to provide care instructions.

Name_____	Telephone_____
Name_____	Telephone_____
Name_____	Telephone_____

9. EXCLUSIVE USE. The Foundation shall have the exclusive possession and use of this horse during the term of this agreement, irrespective of any other contract into which the Donor may enter respecting possession or use of the horse.
10. This agreement constitutes the entire understanding between the parties and supersedes all previous agreements between them, oral or written, respecting this subject matter. No term of this agreement may be waived, altered or rescinded except in writing signed by both parties.

Equine Donation Agreement

I, _____, hereby irrevocably donate the animal described below, which I own, to PonyUp4Kids Foundation, Inc. ("Foundation") for support of their mission and purpose. I make this gift with the full understanding that it may be used for teaching and educational programs and that when it is no longer needed it may be sold, exchanged or otherwise disposed of by the Foundation. Any proceeds from sales support the Foundation.

Owner: _____
% of Ownership _____

Address: _____

City State Zip
Phone: home (_____) _____
work (_____) _____

Horse Name: _____

Age: _____
month day year

Breed: _____

Sex: Mare ☐ Stallion ☐ Gelding ☐

Color: _____

Owner: _____
% of Ownership _____

Address: _____

City State Zip
Phone: home (_____) _____
work (_____) _____

Owner: _____
% of Ownership _____

Address: _____

City State Zip

Phone: home (_____) _____
work (_____) _____

Donor's Estimate of Value: \$ _____

IRS 8283 Form Attached? Yes ☐ No ☐

Is Horse Registered? Yes ☐ No ☐

Registration Papers Attached? Yes ☐ No ☐ Forthcoming ☐

I have read and understand this loan agreement and agree to all of its terms.

Owner (or Agent) Signature Date

Owner (or Agent) Signature Date

Owner (or Agent) Signature Date

Foundation Director Signature Date

Special Information to Donor

Donors planning to claim a charitable deduction for gifts of animals to the teaching and education program of PonyUp4Kids Foundation, Inc. should be aware of certain Internal Revenue Service rules which govern such deductions. Specifically:

1. The donor is responsible for obtaining and retaining adequate records to substantiate the value claimed as a deduction, regardless of that value.
2. PonyUp4Kids Foundation, Inc. does not guarantee that donations of horses are tax deductible. It is recommended that you contact your CPA or tax advisor as to the deductibility of your gift and the documentation that is necessary to claim that deduction. In the event that the aggregate value claimed (**on any single animal or group of animals donated**) in any calendar year exceeds **\$500**, the donor will be required by the IRS to file a Noncash Charitable Contribution form (IRS form 8283 Section B, Part I). If the aggregate value claimed exceeds \$5,000, the IRS will require an appraisal Summary, based on a qualified appraisal made within 60 days of the gift (Section B, Part III).
3. If the Foundation is provided with a copy of the IRS Form 8283 for this donation and the animal is sold by the Foundation within three years of the date of this gift, federal law requires that the Foundation report the details of the sale to the IRS and to the donor. In the event your horse is sold within three years of donation you will be sent a copy of the IRS form 8282 and may be required by the IRS to amend your income tax return for the year of your donation if the horse is sold for less than the stated value of your donation.

FOUNDATION USE ONLY:

This gift was received at the Foundation by:

Foundation Signature

Date

Horse ID # _____

Copy to PU4K ☐