



THE LONGEARS SAFEHOUSE
711 Puertecito Road, Golden, New Mexico 87047
Telephone: (505) 688-4086 / Email: longears.safehouse@gmail.com

ADOPTION AGREEMENT

THIS AGREEMENT, entered into on this _____ day of _____, 2014, between _____, hereinafter known as Adopter(s),

and

The Longears Safehouse, hereinafter known as **TLS**, a 501c3 tax-exempt non-profit donkey rescue located in Golden, NM, acting as the adopting organization,

is a legally binding agreement delineating the terms and conditions of adopting the equine(s) currently known to all parties as

[.....].

Breed: Donkey Gender: [...] approximate age: _____ yrs/mths

Size: [...] Color: _____

Additional distinguishing marks, scars, and/or tattoos (if any): _____

Description of animal at time of this agreement: [.....]

1. Upon receipt of Adopter's signed agreement and covenant to provide all necessary care for the adopted animal, TLS hereby transfers custody and possession of said animal to

Adopter(s) for 1 (one) year (hereinafter **probationary period**), during which TLS retains an irrevocable and equitable ownership interest in the animal. During the probationary period, this Agreement is capable of being unilaterally cancelled by TLS in the event Adopter(s) shall breach any of the general terms of this Agreement. If this contract is breached within the first year then TLS must reclaim the animal and cancel the contract. During this period of time, Adopter agrees to indemnify and release TLS from any and all liability or claims, including personal injury, associated with Adopter(s)' possession of the adopted animal.

_____ **initials of Adopter(s)**

2. Adopters are required to provide equine company for the adopted animal at all times.

_____ **initials of Adopter(s)**

3. Adopter(s) can return the adopted animal at any time to TLS for any reason, including that the Adopter(s) cannot care for the animal or if the animal is no longer wanted or needed. This pertains also for the time AFTER the probationary period is over and title of ownership has been transferred. However, if Adopters return a larger number of adopted animals (more than two) TLS may need some time to make room for the additional animals at its facility or any of its foster homes. _____ **initials of Adopter(s)**

4. After one year, TLS will visit the animal and the Adopter(s), and provided all terms of this Agreement have been met, ownership will then be transferred to the Adopter(s), with TLS retaining a *right of repossession if any portion of this contract is breached*. Ownership will continue for the life of the adopted animal or until such time as Adopter(s) cannot or will not continue such care for said animal. In either of the latter instances, sole possession and custody of the animal will automatically revert to TLS and/or its agents and/or assignees. It is clearly understood and agreed that Adopter(s) has/have no right to sell, transfer, lease, or convey possession and/or ownership of said animal to any other individual or entity at any time for any reason, unless full written approval is provided by TLS. If TLS approves of a new adopter then said adopter will have to enter into a new adoption agreement with TLS. The new adopter will then be required to provide for current Coggins, shots and hoof trim in lieu of an adoption fee. _____ **initials of Adopter(s)**

5. Adopter(s) does/do understand and agree that under no circumstances will an adopted animal be used for slaughter, breeding, sold, given away, assigned, or disposed, or have any interest thereof transferred, without the written consent of TLS. Furthermore, the adopters will not use the adopted animal for such sports as roping, team roping or donkey basketball.

This provision applies *at all times, even after ownership has been transferred*. The Adopter(s) may only release the animal from his/her/their care to TLS or with TLS's written consent to someone else's care. _____ **initials of Adopter(s)**

6. At all times, TLS will retain a unilateral right of repossession in the adopted animal if the terms of this agreement are not complied with. _____ **initials of Adopter(s)**
7. Adopter(s) shall keep TLS informed of all changes to name (both animal and Adopter(s)), address, phone, and status of the adopted animal necessary to insure the protection of said animal and to enforce the provisions hereof. _____ **initials of Adopter(s)**
8. TLS retains the right to inspect any facility where the adopted animal is kept at its discretion with advance notice of 24 hours. If assigned agents of TLS determine that abuse, neglect, poor handling, mismanagement, and/or any other justifying reason is present, TLS retains the unilateral right to repossess the adopted animal immediately or at such time as may be required by the circumstances, without notice to Adopter(s). _____ **initials of Adopter(s)**
9. Should TLS fail to immediately repossess the animal upon findings of abuse and/or neglect, such failure does not constitute a waiver of its right to do so subsequently at any time. Should an attorney be needed to facilitate the repossession of the adopted animal, Adopter(s) does/do agree to pay all attorney fees and any court costs associated with the repossession. _____ **initials of Adopter(s)**
10. Adopter(s) does/do agree that this Agreement is governed by the substantive laws of New Mexico, and New Mexico rules and laws will apply. Adopter(s) does/do further agree that should any dispute arise, all legal proceedings must be filed, mediated, arbitrated, heard, tried, and decided in New Mexico. _____ **initials of Adopter(s)**
11. Should harm and/or death of the adopted animal result from any act of omission, neglect, or otherwise preventable situation, Adopter(s) shall be liable therefore for civil damages as well as criminal sanctions. If reasonable medical intervention is necessary to save the life of said animal and the cost thereof is prohibitive to the Adopter(s), TLS shall be contacted for available assistance. TLS shall be contacted also in the event that Adopter decides or a veterinarian recommends that the donkey be euthanized (e.g., due to a lasting and incurable painful condition or for any other reason). _____ **initials of Adopter(s)**
12. Adopter(s) shall provide all food, water, shelter, farrier, and veterinary care as is necessary to maintain the adopted animal in good health and safety and shall provide a quality

environment free of abuse, neglect, poor handling, and/or mismanagement for the remainder of said animal's lifetime. TLS will have access to all veterinary care documents upon written request. _____ **initials of Adopter(s)**

13. Regarding feed, the adopted animal shall be fed a low-protein, low-carb diet unless directed otherwise by a veterinarian or during times of illness, pregnancy or nursing. Carrots and apples may be sparsely used for treats; soaked oats, pellets or other supplemental feed may be added to the diet during the colder time of the year. Adopter(s) shall take care that the animal will not develop fat pockets along the crest of the neck, the back and the flanks.

14. Name, address, and phone number of primary veterinarian for the adopted animal:

NAME: _____

ADDRESS: _____

PHONE NO.: _____

15. Name, address, and phone number of farrier for the adopted animal:

NAME: _____

ADDRESS: _____

PHONE NO.: _____

16. TLS is not liable and Adopter(s) will hold TLS harmless for any personal injuries including death to the adopted animal or to any person handling said animal, illnesses to said animal, and any future injuries and/or illnesses of or caused by the animal. _____

initials of Adopter(s)

17. Required medications and supplements for adopted animal (if applicable):

Regular access to water, minerals (including lysine) and a salt block. Avoid feeding too much selenium (as contained in many bagged feed blends available at the feed stores).

18. The Adopter(s) has/have paid a **non-refundable** adoption fee of \$ (hundred dollars) to TLS. In the event that the adopted animal is returned to TLS by the Adopter(s) *for any reason*, or in the event that TLS must reclaim the adopted animal *for any reason*, the Adopter(s) will not receive a refund of the adoption fee. However, there may be exceptional circumstances in which TLS will refund a portion of the adoption fee at its own discretion or exchange the returned donkey for another, more suitable donkey. _____ **initials of Adopter(s)**

19. Adopter(s) does/do confirm by signing this agreement that Adopter(s) has/have never been charged or convicted of animal abuse at any time in any State or Commonwealth, including but not limited to New Mexico. _____ **signature(s)**

of Adopter(s)

If, at any time, TLS learn that Adopter(s) has/have any record of any kind relating to animal abuse in any State or Commonwealth, possession and ownership of adopted animal will automatically revert to TLS, and TLS may, without notice, repossess said animal.

_____ **initials of Adopter(s)**

20. . Other instructions/agreements:

21. Under penalty of perjury under the laws of the state of New Mexico, I testify that I am of legal age (18) and all representations made on this agreement are true and complete to the best of my knowledge.

Adopter representative signature and date

TLS representative signature and date

Adopter representative printed name

Dorothea Lotter

TLS representative printed name

Address of Adopter(s):

Phone number of Adopter(s):

Driver's license of one adopter or representative of adopter:

_____ Exp. date: _____