

THE LONGEARS SAFEHOUSE 52 Paso Ranch Road, Estancia, New Mexico 87016 Telephone: (505) 688-4086/ Email: <u>longears.safehouse@gmail.com</u>

ADOPTION AGREEMENT

THIS AGREEMENT, entered into on this <u>th</u> day of [MONTH], [YEAR], between

[NAME AND PHYSICAL ADDRESS OF ADOPTER],

hereinafter known as Adopter(s), and

The Longears Safehouse, hereinafter known as **TLS**, a NM non-profit donkey rescue (FEIN # 46-0907101) with registered office in Estancia, 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

[NAME OF ANIMAL].

Breed:	[DONKEY OR MULE/HINNY]	_Gender: _	app	roximate age:	YRS
Size:	[MINI/STANDARD/MAMMO]	[H] Co	olor:		

1. Description and history of animal:

[MEDICAL AND BEHAVIORAL HISTORY, LAST VACCINATIONS, WORMING, HOOF TRIM, AND COGGINS, ANY HEALTH PROBLEMS AND HOW TO MANAGE THEM, ANY POTENTIAL BEHAVIORAL/TRAINING ISSUES AND HOW TO CONTINUE IMPROVING THEM.]

2. Upon receipt of Adopter's signed adoption agreement and covenant to provide all necessary care for the adopted animal, TLS transfers custody and possession of said animal to Adopter(s). By signing this Adoption Agreement, the Adopter acknowledges that failure to comply with any of the requirements will be considered a breach of the Adoption Agreement, in which case

TLS will be entitled to repossess the animal. In general, TLS is also entitled to repossess the animal whenever Adopter is no longer able or willing to care for the animal, in which case TLS should be contacted. If Adopter wishes to 'bequeath' the animal to another party at that point then TLS may enter into a new adoption agreement with the successor party, provided that the latter satisfies the requirements for adoption from TLS. ______ initials of Adopter(s)

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

NAME:				
ADDRESS:				
PHONE NO.:				
5. Name, address, and phone number of farrier for the adopted animal:				
NAME:				
EMAIL:				
PHONE NO.:				

6. Adopted equines must be well treated, sheltered, fed, and cared for. Avoid or minimize feed that is high in protein, starch, molasses, grain or sugar. If bagged horse feed is recommended as a supplementary feed by a veterinarian, look for grain-free and/or low-starch feeds such as are included in the Triple-Crown brand. Donkeys need a lot of fiber; Adopter is encouraged to offer straw, preferably barley straw, to supplement hay or pasture, especially in the winter. Adopter is expected to provide proper hoof trimming, health exams, vaccinations, and adequate emergency veterinary care as needed. TLS will have access to all veterinary care documents upon written request. _________ initials of Adopter(s)

7. If reasonable medical intervention is necessary to save the life of said animal and the cost thereof is prohibitive to the Adopter, 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)

8. Training and handling should be by gentle methods only. Force should be used only in exceptional circumstances and only if proper care cannot be provided otherwise to the animal.

_____ initials of Adopter(s)

9. Adopter is expected and encouraged to seek help from TLS with any questions or problems that may arise during the adoption. TLS will do its reasonable best to work with Adopter as needed to make the adoption successful. TLS retains the right to visit the donkeys and the facility where they are kept on rare occasions and upon reasonable advance notice to Adopters if the situation needs re-assessment and suggestions for improvement. ______ initials of Adopter(s)

10. Adopter is required to provide equine (preferably donkey) company for the adopted animal at all times. Adopter is expected to ensure that the adopted animal will be comfortable with the other animals on the property initials of Adopter(s)

11. Adopter can return the adopted animal at any time to TLS for any reason, including that the Adopter cannot care for the animal or if the animal is no longer wanted or needed. In the latter case, the return or a successor adoption under a new adoption contract with TLS are required.

_____ initials of Adopter(s)

12. Adopter understands and agrees that under no circumstances will an adopted animal be used or sold for slaughter or breeding, or otherwise sold, given away, assigned, or disposed, or have any interest thereof transferred, without the written consent of TLS. Furthermore, the adopter will not use the adopted animal for such sports as roping, team roping or donkey basketball.

initials of Adopter(s)

13. Adopter agrees that this Agreement is governed by the substantive laws of New Mexico, and New Mexico rules and laws will apply. Adopter further agrees that should any dispute arise, all legal proceedings must be filed, mediated, arbitrated, heard, tried, and decided in New Mexico.

_____ initials of Adopter(s)

14. Adopter(s) has paid a total cumulative **non-refundable** adoption fee in the equivalent of \$ 300 (three hundred dollars) to cover some of the vet and feed expenses TLS has incurred for the adopted animal. ______ initials of Adopter(s)

15. Adopter confirms 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. 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 of adopted animal will automatically revert to TLS, and TLS may, without notice, repossess said animal._____initials of Adopter(s)

16. Adopter confirms by signing this agreement that he/she has carefully read and understood all provisions of this agreement. ______ initials of Adopter(s)

17. Other instructions/agreements:

_____ initials of Adopter(s)

18. 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	TLS representative printed name					
Mailing address of Adopter(s):						
Phone number of Adopter(s):						
Driver's license of adopter or representative of adopter:						
Exp. date:						