

Adoption Contract

Little Longears Miniature Donkey Rescue, Inc.

1079 Turkey Pit Road, New Oxford, PA 17350

301-908-7351 or 601-454-5956

Adopter Information

Name(s): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone numbers: _____

Email: _____

Donkey Information

Name of Donkey: _____ gelding/jennet (circle one)
(For purposes of this Agreement, the "Donkey")

Description/color: _____

Approximate age: _____ years old

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(For purposes of this Agreement, the "Donkey")

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This Adoption Contract (the "Agreement") is entered into between Little Longears Miniature Donkey Rescue ("LLMDR") and the Adopter named above for the adoption of the Donkey described above, according to the terms and conditions contained in this Agreement:

1. **Adoption Agreement.** Adoption will occur after the inspection and approval of Adopter's facilities by LLMDR, unless inspection is expressly waived by LLMDR. LLMDR has informed Adopter of any and all conditions of which it is aware concerning the Donkey. The Adopter agrees to adopt the Donkey described above, and to provide him/her with appropriate love and attention for the remainder of the Donkey's natural life.

The Adopter will provide the Donkey with a safe, fenced pasture area with access to clean, dry shelter that is free from excessive manure. Adopter will feed the donkey clean, mold-free hay and will ensure continuous access to clean, fresh, and unfrozen water.

LLMDR requires that you provide equine companionship for your donkey. If you do not currently own an equine, LLMDR requires that you adopt (2) donkeys.

LLMDR reserves the right to visit the Donkey to monitor the placement and overall care of the Donkey.

2. **Adoption Fee.** The Adopter acknowledges and agrees to pay an adoption fee of \$400.00 per donkey to LLMDR. The adoption fee shall be due prior to the transfer of possession of the Donkey.

3. **Health Care of Donkey.** In addition to the accommodations and feeding program required in Item 1 of this Agreement, the Adopter expressly acknowledges and agrees that it is essential to the Donkey's well-being that the Donkey receive veterinary attention, including:

- a) annual vaccinations
- b) dental care
- c) Coggins test as required by the laws of the State where the Donkey will reside
- d) regular de-worming
- e) hoof care by a farrier every 8-12 weeks
- f) any other health care that becomes necessary as determined by a veterinarian.

Adopter shall provide updates of the Donkey's health care to LLMDR upon request from time to time. **The failure of Adopter to comply with any of the health care requirements contained in this Item 3, and to provide proof thereof to LLMDR within 10 days of request, is a material breach of the Agreement and may result in forfeiture to LLMDR of the Donkey by the Adopter.**

4. **Activities Expressly Prohibited.** The Adopter expressly acknowledges and agrees that the following activities involving the use of the Donkey are expressly PROHIBITED and that **engaging in such activities shall result in a material breach of this Agreement and repossession of the Donkey by LLMDR:**
- a. Using the Donkey for breeding purposes;
 - b. Using the Donkey for herd protection;
 - c. The sale, **transfer or relocation** of the Donkey **for any reason whatsoever** to any party other than LLMDR without the prior written consent of LLMDR. Under no circumstances will Adopter take the Donkey to an auction, wholesaler, or meat buyer!!! **Initial: _____**
5. **Recovery of Donkey by LLMDR.** In the event Adopter, **for any reason**, is **unable or unwilling to continue to care** for the Donkey as required in this Agreement, Adopter shall immediately notify LLMDR and allow LLMDR to recover possession and reclaim ownership of the Donkey. Further, the Adopter expressly acknowledges and agrees that LLMDR shall be entitled to immediately reclaim ownership of the Donkey upon notification of any material breach of this Agreement. In the event of recovery of the Donkey by LLMDR, the Adopter shall utilize his/her best efforts to aid the recovery of the Donkey by LLMDR and shall in no way prevent such recovery. The Adopter further acknowledges and agrees that LLMDR is under no obligation to return any portion of the adoption fee to the Adopter upon recovery of the Donkey.
6. **Death Reporting Requirement.** Upon the death of the Donkey, Adopter shall report to LLMDR the death and circumstances surrounding the death as soon as possible. Every effort should be made to notify LLMDR as soon as possible when death of the Donkey occurs.
7. **Euthanasia.** In non-emergency circumstances, when elective euthanasia is being considered, Adopter shall contact LLMDR prior to the elective euthanasia to discuss the existing circumstances. In case of medical necessity (as determined by a licensed veterinarian), the donkey will be humanely euthanized.
8. **Choice of Law and Venue.** The parties acknowledge and agree that this Agreement and the rights and obligations of the parties under it shall be subject to, and shall be construed and interpreted in accordance with the laws of the State of Maryland.

The parties also consent to jurisdiction in the courts of Maryland for all purposes and for any disputes arising under this Agreement.

9. **Companionship.** It is understood that the donkey is NOT to live alone. Should a situation arise that results in the donkey being alone, adopter must get another equine companion for the donkey, or return the donkey to LLMDR. **Initial:** _____

This Agreement shall constitute a valid and binding contract, effective upon the signature of both parties on the date noted below.

Dated: _____

Signature of Adopter

Printed name of Adopter

Dated: _____

By: _____
Signature of LLMDR representative