



**TURNING POINTE DONKEY RESCUE
ADOPTION CONTRACT**

ADOPTER INFORMATION

NAME OF ADOPTER (Mr./Mrs./Ms./Dr.): _____
(for purposes of this Agreement, "ADOPTER")

ADDRESS OF ADOPTER: _____

Primary Telephone: (____) _____ Secondary Telephone: (____) _____

Email Address: _____

DONKEY INFORMATION

NAME OF DONKEY: _____ gelding/jennet (circle one)
(for purposes of this Agreement, "DONKEY")

Description/color _____

Mini/standard/mammoth (circle one); approximate age: _____ years old

ADOPTION CONTRACT commences on next page

ADOPTION CONTRACT

FOR VALUABLE CONSIDERATION RECEIVED and intending to be legally bound, this ADOPTION CONTRACT is made as of _____ (the "Effective Date") by and between ADOPTER and TURNING POINTE DONKEY RESCUE, INC., a Michigan non-profit corporation whose address is _____ ("TPDR") for the adoption of DONKEY on the terms and conditions set forth in this Agreement.

1. Adoption Agreement. Adoption of DONKEY will occur after inspection and approval of ADOPTER'S facilities by TPDR, unless inspection is expressly waived by TPDR. TPDR has informed ADOPTER of any and all conditions of which it is aware concerning DONKEY; provided, however, TPDR expressly disclaims any representations or warranties with respect to DONKEY. ADOPTER shall adopt DONKEY and provide DONKEY with appropriate care and attention for the remainder of DONKEY'S natural life (i.e. to provide DONKEY with a "forever home").

ADOPTER will provide DONKEY with a safe pasture area with sturdy fencing and access to clean, dry shelter free from excessive manure. ADOPTER will feed DONKEY clean, mold-free hay and will ensure continuous access to clean, fresh, unfrozen water.

ADOPTER acknowledges that a donkey is a social animal and ADOPTER covenants to keep DONKEY with one or more other equine companions. Further, ADOPTER represents that ADOPTER is permitted to have DONKEY in ADOPTER'S facilities and that such facilities shall comply at all times with all local, county and State requirements for the keeping of animals.

TPDR reserves the right to visit DONKEY to monitor the placement and overall care of DONKEY.

2. Adoption Donation. ADOPTER shall pay an adoption donation of \$ _____ to the TPDR. The adoption donation shall be due prior to the transfer of possession of DONKEY, unless other payment arrangements are agreed to in writing between TPDR and ADOPTER. ADOPTER further acknowledges that TPDR may, in its sole discretion, elect to adopt DONKEY to another party if ADOPTER does not timely pay the adoption donation. A portion of the adoption donation may be tax deductible by ADOPTER; however, TPDR makes no representation in this regard and ADOPTER must consult his/her independent tax advisor to determine the tax benefits, if any, of adopting DONKEY.

3. Health Care of DONKEY. In addition to the accommodations and feeding requirements in Section 1 of this Agreement, ADOPTER expressly acknowledges that it is essential to DONKEY'S well being that DONKEY receive regular veterinary attention, including: (a) annual vaccinations and teeth care as recommended by ADOPTER'S licensed veterinarian (referenced in the Adoption Application); (b) Coggins test as required by the laws of the State where DONKEY will reside; (c) treatment as preventative care against parasites as recommended by a licensed veterinarian; (d) bi-

monthly hoof care; and (e) such other health care as becomes necessary from time to time to maintain DONKEY in good health, to be determined by veterinary husbandry. ADOPTER shall provide updates for DONKEY'S health care to TPDR upon the request of TPDR, from time to time. The failure of ADOPTER to comply with any of the health care requirements contained in this Section 3, and to provide proof thereof to TPDR within 10 calendar days of the request by TPDR, shall constitute a material breach of this Agreement and entitle TPDR to require ADOPTER to return DONKEY to TPDR at ADOPTER'S sole expense.

4. Activities Expressly Prohibited. ADOPTER expressly acknowledges that the following activities involving the use of DONKEY are expressly prohibited and that engaging in any such activities shall constitute a material breach of this Agreement and entitle TPDR to require ADOPTER to return DONKEY to TPDR at ADOPTER'S sole expense:

- a. Using DONKEY for breeding purposes;
- b. Using DONKEY for sporting games or any other behavior detrimental to donkeys, including but not limited to, roping donkeys and donkey basketball;
- c. Exposing DONKEY to any other activities or circumstances that may threaten the safety and well being of DONKEY; or
- d. Selling, transferring or relocating DONKEY for any reason whatsoever to any party other than TPDR without the prior written consent of TPDR, which consent will not be unreasonably withheld.

5. No Sale. Under no circumstance will ADOPTER take DONKEY to an auction, wholesaler, or meat buyer.

6. Recovery of DONKEY by TPDR. In the event ADOPTER, for any reason, is unable or unwilling to continue to care for DONKEY as required by this Agreement, ADOPTER shall immediately notify TPDR and allow TPDR to recover possession of DONKEY. In any such event, ADOPTER shall be responsible for the costs of returning DONKEY to TPDR via suitable transportation. Further, ADOPTER expressly acknowledges that TPDR shall be entitled to immediately reclaim ownership of DONKEY upon any material breach of this Agreement by ADOPTER. In the event of recovery of DONKEY by TPDR, ADOPTER shall use his/her continuing best efforts to aid the recovery of DONKEY by TPDR and shall not prevent or inhibit such recovery. ADOPTER further acknowledges that TPDR is under no obligation to take possession of DONKEY and is under no obligation to return any portion of the adoption donation to ADOPTER upon recovery of DONKEY.

6. Death Reporting Requirement. Upon the death of DONKEY, ADOPTER shall immediately report to TPDR the fact of death and circumstances surrounding the death. If no cause of death is apparent, a necropsy may be ordered by TPDR. Every effort

should be made to notify TPDR as soon as possible in the event of death of DONKEY.

7. Euthanasia. In non-emergency circumstances, when elective euthanasia is being considered, ADOPTER shall contact TPDR prior to elective euthanasia to discuss the existing circumstances and possible return of DONKEY to TPDR. In case of medical necessity (as determined by a licensed veterinarian), DONKEY will be humanely euthanized.

8. Choice of Law and Venue. The parties acknowledge 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 Michigan. The parties also consent to the exclusive jurisdiction in the courts of Michigan (or the Federal courts located in Michigan) for all purposes and for any disputes arising under this Agreement.

9. Amendments. This Agreement shall not be amended or changed except in writing and signed by both parties.

10. Severability. If any term of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term shall be valid and enforceable to the fullest extent permitted by law.

11. Miscellaneous. This Agreement and any attachments hereto represent the entire Agreement of the parties relating to the adoption of DONKEY. All prior negotiations between the parties are merged into this Agreement and there are no other understandings or agreements regarding the adoption of DONKEY other than those in this Agreement.

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

WHEREFORE, the undersigned have executed this Agreement effective as of the Effective Date.

TURNING POINTE DONKEY RESCUE,
INC., a Michigan non-profit corporation

By: _____

Its: _____

ADOPTER:

Print Name: _____