

Adoption Contract

This Adoption Contract (this "Agreement") is entered into by and between the Dreamchaser PMU Rescue & Rehabilitation, a non-profit corporation (hereinafter "DPMU"), and the undersigned individual, on his/her own behalf and on behalf of his/her heirs, executors, representatives, successors and assigns, if any (hereinafter, collectively, "Buyer"). In consideration of the mutual promises in this Agreement, and other good and valuable consideration, the sufficiency of which both parties hereby acknowledge, DPMU and the Buyer agree to the following terms and conditions, intending to be legally bound:

1) The Animal

This Agreement relates to, and provides the terms and conditions for the purchase and adoption of the following animal:

Name _____ Color _____
Species _____ Breed _____
Gender _____ Age _____

2) The Purchase Price

For the total sum of \$_____, DPMU agrees to sell and Buyer agrees to buy the Animal on the terms and conditions set forth in this Agreement ("Purchase Price")

3) The Payment Terms

Buyer agrees to pay the total Purchase Price in two installments: (1) a deposit in the amount of \$_____ shall be paid to DPMU on the date the parties execute this Agreement and (2) the balance in the amount of \$_____ shall be paid to DPMU on the day the Animal is physically delivered to Buyer. Each payment shall be paid by certified check or money order, payable to Dreamchaser PMU Rescue and Rehabilitation..

4) The Warranties

(a) DPMU covenants that it is the lawful owner of the Animal; that it has the right to sell the Animal; and that it will warrant and defend its ownership of and right to sell the Animal against lawful claims and demands.

(b) DPMU makes no other promises, express or implied, including but not limited to any warranties of merchantability, fitness or suitability for a particular purpose, unless expressly provided in subparagraph 4(c) below.

(c) DPMU warrants the following:

5) The Transfer of Ownership

Once DPMU has received payment in full of the total Purchase Price specified in Paragraph 2 and 3 above, DPMU shall transfer title of the Animal to Buyer and deliver Animal to Buyer as agreed (“Delivery Date”). Buyer shall, from that time forward, be fully responsible for the Animal’s care and maintenance.

Physical transfer of the Animal will be done pursuant to the terms written herein and all costs of said transfer shall be paid by Buyer. Terms of physical transfer: _____

In the event that Buyer transfers ownership of Animal back to DPMU, Buyer understands that said transfer will be made pursuant to making an appointment for said return to HAHS and Buyer bearing all costs of said return transfer.

6) The Care

Buyer agrees to maintain and care for the Animal in accordance with the Arizona Humane Care for Animals Act (the “Act”). Buyer shall permit a representative of DPMU to enter upon his/her property and premises at any reasonable times as DPMU may request, for the purpose of inspecting the Animal to determine if Buyer is complying with the Act. The Animal may not be relocated, sold, leased or loaned to any other person or entity without the express prior written permission of DPMU.

Buyer further agrees and understands that this Animal has been purchased for the sole purpose of recreational/companion use to Buyer. It is agreed and understood by Buyer that the Animal will not be used for reproduction, resale, testing or any other purpose without the express prior written permission of DPMU.

7a. The Money-back Guarantee

Within 30 days after the Delivery Date, Buyer may return the Animal to DPMU for a full refund of the Purchase Price paid only.

7b) The Right of First Refusal

Buyer guarantees for consideration of \$_____ paid and delivered by DPMU to Buyer, that if Buyer wishes to sell the Animal or is at any time unwilling or unable to care for the Animal in accordance with the Act, Buyer shall provide DPMU the opportunity to elect to have title, possession and ownership of the Animal transferred back to DPMU in exchange for a tax deduction equal to the fair market value of the Animal. In the event that DPMU elects not to engage in this exchange, Buyer must make arrangements for the Animal to receive proper care and treatment, in full accordance with the Act; provided,

however, that Buyer shall not sell the Animal to, or cause the Animal to be sent directly or through an agent to auction or slaughter. Buyer must notify DPMU of the activation of the right of first refusal set forth in this paragraph by certified mail, return receipt requested, to DPMU's business address.

8) The Risk of Loss

DPMU assumes all risk of loss relating to the Animal until the Animal is physically transferred to Buyer.

9) The Liability

DPMU is not liable for any bodily injury or property damage, losses or injuries whatsoever to Buyer or to any other persons, or to Buyer's or to any other person's animals, caused by the actions, behavior or health of the Animal.

10) The Law

This Agreement shall be governed and construed in accordance with the laws of the State of Arizona.

11) The Breach

Either party may nullify this Agreement if the other party breaches a material term of this Agreement. The wronged party may recover reasonable attorney's fees and court costs incurred in enforcing and/or nullifying this Agreement.

Executed this ____ day of _____, 20____.

Buyer

HAHS

Signature

Signature

Print Name

Print Name

Street Address

Street Address

City, State, Zip

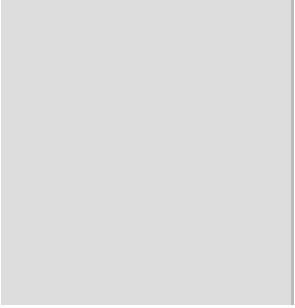
City, State, Zip

Phone

Phone

Email

Email



Under the equine activity liability act, each participant who engages in an equine activity expressly assumes the risks of engaging in and legal responsibility for injury, loss, or damage to person or property resulting from the risk of equine activities (Arizona Title 12, Chapter 5, Article 3, subsection 12-553).