

Mustang Valley Sanctuary Inc.

131 Bidwell Rd
West Fulton NY 12194

MVS Placement Agreement Donation \$

This agreement made and entered into between _____ at _____

hereinafter called "Recipient" and Mustang Valley Sanctuary Inc located at 131 Bidwell Rd West Fulton NY 12194
hereinafter called MVS covers the placement of the following equine:

Name:	
Breed:	
Age:	
Sex:	
Height:	
Color:	
Markings:	

THE RECIPIENT AGREES:

Recipient agrees that the named equine will reside at:

Transportation of the equine from the MVS facility to the new home is the responsibility of the recipient. If recipient needs more than 48 hours to pick up placed equine, boarding cost at the rate of \$N/A per day will apply and be paid prior to, or at the time of, the equine's pick-up.

The equine will not be moved to a new location without first notifying MVS of the new address and contact information for the new veterinarian.

The recipient agrees to permit a representative of MVS to visit the stabling property.

MVS has made no warranties or guarantees to the soundness, rideability, temperament or health of the equine placed.

Because the history of this equine is unknown, the Recipient must assume that nothing can be taken for granted and that the behavior evidenced at the time of placement, good or bad, may change as the equine adapts to the new home. Any statements made by Mustang Valley Sanctuary Inc. are merely opinions and in no way amount To claims, representations or warranties as to the temperament, health or mental disposition of the equine placed.

In the event the equine is no longer wanted, for any reason, the Recipient will return the equine to MVS.

In the event the equine is being returned to MVS, the Recipient must provide return transportation or provide MVS with fifteen (15) days advance notice. At the time of return, the recipient will furnish MVS with the following:

- a) negative Coggins test certificate less than one year old.
- b) copy of vaccination records.
- c) a written and signed statement explaining reason for return.

The recipient will provide MVS with a yearly photograph of the equine, accompanied by a veterinary statement that the

equine is in good health and stabled at the location indicated in line number 1 of this Placement Agreement. Recipient will feed, water, shelter, exercise and provide professional medical, dental and hoof care to properly maintain the equine in good health and weight while in the Recipients care, custody and control. The recipient will provide, at minimum, a dry three-sided shelter and safe non electric fencing for the equine.

Recipient will do a fecal test twice a year for parasite load and treat accordingly.

Recipient will vaccinate the equine for equine encephalitis, tetanus and rabies, as well as any other vaccination recommended by a licensed veterinarian, to adequately protect the equine from disease prevalent in the stabling location.

Recipient will treat the equine with kindness and respect and agrees to abide by all anti-cruelty laws of the state in which the equine will reside.

Equines are herd animals and to ensure mental and physical well being equine companionship will be provided.

The equine may not be raced, bred, overworked, sold, given away, assigned or disposed of, or have any interest in thereof transferred. In the event the equine is sold, given away, disposed of, or has any interest thereof transferred, MVS will take action at the sole cost of the recipient and the MVS will be entitled to compensation by the recipient in the amount of five thousand dollars (\$5,000.00) or the actual value of the equine, whichever is greater, along with the additional costs/expenses related to investigation, recovery and rehabilitation.

If Recipient neglects, abuses or abandons the equine, MVS is just and right to immediately terminate the placement and immediately regain possession of the equine. MVS will seek all available remedies on behalf of the equine. In the abuse, neglect or abandonment causes the death of the equine, MVS will be entitled to compensation in the amount of five thousand dollars (\$5,000.00) or the actual value of the equine, whichever is greater, in addition to all costs related to seizure/recovery of the equine, veterinary care, carcass disposal, legal fees and court costs.

SPECIAL CONDITIONS/PROVISIONS specified for placement of named equine:

Recipient is aware that any payment or donation made to MVS is non-refundable.

Recipient understands that Mustang Valley Sanctuary Inc. (MVS) reserves the right to regain possession of the named equine in the event recipient fails to comply with any of the terms as set forth in this MVS Placement Agreement. Recipient understands what he/she is committing to by entering into a Placement Agreement with MVS and voluntarily agrees to hold MVS free from all liability to any person(s) or damage to or loss of property, real or personal, caused by any reason whatsoever related to the placed equine effective immediately as of the time this contract is signed and forever after.

The laws of the State of New York shall govern this agreement, and the parties hereto agree to the jurisdiction of the courts of the State of New York should any dispute arise hereunder.

This document constitutes the entire agreement made between Mustang Valley Sanctuary and the Recipient of the placed horse and there are no other agreements between them.

I, _____, the Recipient of the placed horse, have read and accepted the terms, conditions and above-stated regulations that pertain to my acceptance and placement of said equine.

RECIPIENT:

_____ Signature	_____ Date
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Street Address/City/State/Zip Code

Telephone Numbers (home, work, cell)

Mustang Valley Sanctuary INC.

_____ Signature	_____ Date
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Print

This document, in it's entirety encompasses two pages.