ADOPTION CONTRACT

This contract is dated ________________ between Lost Meadows Mule Refuge (hereinafter referred to as “LMMR”) and ____________________________________________ (hereinafter referred to as “Adopter”).

____ Adjecter is financially responsible for the LMMR Mule, including feed, farrier, dental and medical expenses. Adopter shall keep the LMMR Mule on the Adopter’s property listed in the Application. An LMMR Mule must not be moved to a new property without the prior written consent of LMMR.

____ Adopter shall sell, trade, “gift” or loan the LMMR Mule for any reason.

____ No LMMR Mule shall be used for commercial use without the prior written consent of LMMR.

____ Adopter shall own at least one other equine to provide companionship for the LMMR Mule.

____ Adopter shall provide the LMMR Mule with year-round access to clean, unfrozen water.

____ The LMMR Mule shall have its hooves maintained.

____ The LMMR Mule shall not be in a home with an uncastrated equine.

____ LMMR makes no guarantees that the LMMR Mule will be suitable amongst other types of livestock such as but not limited to cows, goats, sheep, chickens, etc.

____ Adopter shall immediately return the LMMR Mule to LMMR if the Adopter is no longer capable of caring for the LMMR Mule for any reason.

____ If LMMR must be notified before a decision to euthanize an LMMR Mule is made.

____ If LMMR deems an adoption to be unsuccessful at any time, the LMMR Mule must be returned.

2. RIGHT OF REVERTER

An Adopter obtains ownership of an LMMR Mule upon adoption; however, LMMR retains the exclusive right of reverter, in its sole discretion, with regard to any LMMR Mule adopted by Adopter. LMMR may exercise said right of reverter in the following circumstances:

a. A significant deterioration in health which shall be determined in the sole and absolute discretion of LMMR.

b. If neglect or abuse of the LMMR Mule is suspected. Determination of neglect or abuse is in the sole and absolute discretion of LMMR.

c. If Adopter cannot care for the animal or for any reason.

d. If Adopter attempts to sell, trade or loan the LMMR Mule for any reason.

e. If the Adopter dies.

3. DISCLAIMERS

a. The Adopter understands that the information provided regarding the LMMR Mule being adopted might have been received by third parties and that information may be educated estimates of unknown facts about the LMMR Mule; therefore LMMR does not warrant accuracy or correctness of such information.

b. The Adopter hereby indemnifies and saves harmless LMMR, their directors, employees and volunteers, from all losses, damages, costs, expenses, liability, claims, actions and judgements of any kind whatsoever, including without limitation, attorney’s fees and litigation costs arising out of or caused by any damage or injury inflicted by the LMMR Mule once the adopter has taken possession.

c. The Adopter understands that there are laws in regard to equine ownership which vary by State, and agrees to comply with the laws of the State in which he/she resides.

d. The Adopter understands that LMMR Mules are equines with unknown medical histories and, as such, may have been exposed to a variety of diseases, including diseases that may be transmitted from animals to humans. These diseases can have an incubation period of up to several weeks, that the LMMR Mule may show no signs of illness at the time of adoption. If an adopted LMMR Mule shows signs of illness, the Adopter is responsible for seeking veterinary care for the LMMR Mule and is also responsible for all medical expenses.

e. The Adopter understands that he/she will be responsible for all legal fees and/or court costs incurred by LMMR in an effort to enforce any portion of this contract.

MULE

Name __________________________ Sex M / F Age ___________

AVID __________________________ Dental ___________ Vaccinated ___________

Adoption Fee $__________ Paid via ☐ Website ☐ Cash/check ☐ Waived

LOST MEADOWS MULE REFUGE

Name __________________________

Title __________________________

ADOPTER

Name __________________________

Title __________________________