



Horse Donation Agreement

This declaration of gift and indemnity agreement is made by and between Halleck Creek Ranch (“HCR”) a 501©3 nonprofit and _____ “Donor” (the owner of the horse described hereto and incorporated herein by the reference of the “Horse”) for donation of the horse described below on the following terms and conditions of donation:

Name:

Age:

Breed:

Color:

Sex:

Tattoo:

A. Consideration

Donor hereby represents and warrants to HCR the following:

1. Donor possesses full, exclusive and irrevocable right, title and interest in the Horse
2. That no liens encumber title to the Horse
3. That no other person, corporation, partnership or other entity has any right, title, claim or interest in, against or to the Horse

Donor agrees to donate the Horse described herein and HCR agrees to accept said Horse on the terms set forth herein. Donor hereby transfers, conveys and assigns all of Donor’s right, title and interest in and to the Horse, and based upon the terms and conditions contained herein, HCR accepts the Horse. Donor warrants the horse is sound and in good health and has no known injuries, disabilities, or ailments, including but not limited to navicular, ring bone, arthritis, lameness, strangles, and dental problems.

B. Risk of Loss

Donor assumes the risk of loss until execution of this agreement and physical delivery of said Horse. Transfer of ownership to HCR has occurred under the terms and conditions of this agreement when this agreement is signed by the Donor and HCR, and Horse is delivered to HCR. Donor fully understands and agrees that upon execution of this agreement, the Horse described herein will become the sole property of HCR and as such, Donor has no further rights, title or interests in said Horse and shall have no control over the Horse’s care. Donor understands that HCR has the right to retire, re-home, or euthanize said Horse, as necessary or prudent, as determined solely by HCR. Donor has been informed that HCR is accepting this Horse with the intent to keep and use this Horse for its therapeutic riding program as long as the Horse is appropriate and capable of such use, as determined solely by HCR.

C. Indemnification

Donor hereby agrees to indemnify, protect, defend and hold harmless HCR, board of directors, advisory board, employees, and agents from and against all and any losses, damages, deficiencies, claims, demands, suits,

actions, liabilities, proceedings, judgments, and expenses (including reasonable attorney's fees), and amounts paid or to be paid in settlement or otherwise, reasonable incurred or suffered by HCR, board of directors, advisory board, employees, or agents with respect to or involving any transaction or arising out of:

1. A breach of any agreement and/or representation of Donor contained in this Agreement
2. Any suit, action or other proceeding brought by a third party for acts of Donor prior to the date of transfer of right, title and interest in and to the Horse to HCR involving any transactions or activities, either directly or indirectly, relating to the Horse prior to the date of transfer and ownership herein.
3. Any suit, action or other proceeding brought by a third party for any damages arising from the use, activities or other transactions in which the Horse may have been involved, either directly or indirectly, prior to the date of transfer of ownership herein.

D. Right of Defense

Donor hereby agrees at HCR's option to defend HCR in any such matters arising under paragraph titled Indemnification, or HCR may maintain its own counsel, in which case Donor shall reimburse HCR for such reasonable fees and costs.

E. Consent to Arbitration

Should any dispute arise relating to the subject matter of this Agreement, the parties agree to submit the dispute to binding arbitration in Marin County, California, pursuant to the rules of the American Arbitration Association.

F. Complete Agreement and Law

This Agreement is the complete and entire agreement between Donor and HCR with respect to said Horse. The terms of this Agreement and disputes developing thereunder shall be enforced and construed in accordance with the laws of the State of California. In the event of breach of contract, jurisdiction for any dispute shall be in Marin County, California.

This Agreement is EXECUTED on the following date: _____, at _____.

DONOR: _____
Phone: _____
Address: _____

HCR Representative: _____
(415)662-2488
1740 Old Rancheria Road, PO Box 159
Nicasio, CA 94946