PEACEFUL VALLEY DONKEY RESCUE ADOPTION POLICY & CONTRACT

1. PVDR may evaluate each applicant and make a determination as to suitability of Applicant as an owner of a PVDR Donkey. The determination of whether an Applicant is suitable for adoption of a PVDR Donkey is in the sole discretion of PVDR.
a. PVDR may consider the following criteria for determining suitability of an applicant. The list is non-exhaustive and PVDR may consider other criteria in its sole discretion.
    i. Animal ownership history
    ii. Criminal history
    iii. Financial ability to care for a PVDR Donkey
    iv. Equine experience
    v. Property size/condition
2. Prohibitions: No PVDR Donkey shall be used for cinematographic or commercial use without the prior written consent of PVDR. No PVDR Donkey shall be used for breeding purposes; used for roping/rodeo or other cruel sports; or be leased or loaned for same.
3. Applicant shall keep the PVDR Donkey on the Applicant's property listed in the Application, and shall not keep the PVDR Donkey in a boarding facility. A PVDR Donkey must not be moved to a new property without the prior written consent of PVDR.
4. Applicant shall be the primary caregiver for the PVDR Donkey. A PVDR Donkey shall not be "gifted" to another party.
5. Applicant shall own at least one other animal from the equine family to provide companionship for the PVDR Donkey. If the Applicant does not own another equine animal, PVDR may deny Applicant's application to adopt from PVDR unless Applicant agrees to adopt a second PVDR Donkey.
6. Applicant shall provide PVDR Donkey with year-round access to clean, unfrozen water.
7. A PVDR Donkey shall be regularly groomed and hooves maintained.
8. Applicant shall not breed a PVDR Donkey. PVDR Donkeys shall not be in a home with an uncastrated animal from the equine family. If a PVDR Donkey is pregnant at the time of adoption, Applicant shall castrate any male offspring and provide proof of said castration to PVDR within six months after the birth of the foal.
9. If there is any change in the health of a PVDR Donkey, PVDR must be notified immediately. PVDR must be notified before a decision to euthanize an adopted animal is made.
10. Applicant shall not sell, trade or loan the PVDR Donkey for any reason.
11. Upon the death of Applicant, the PVDR Donkey shall be returned to PVDR.
12. If PVDR deems an adoption to be unsuccessful at any time, the animal must be returned.
If there is a conflict with another animal, the adopted donkey can be traded for another.
13. Applicant shall immediately return a PVDR Donkey to PVDR if the Applicant is no longer capable of caring for a PVDR Donkey for any reason.
14. Applicant is financially responsible for a PVDR Donkey, including feed, farrier, dental and medical expenses.
15. PVDR reserves the right to deny Applicant the opportunity to adopt a Donkey from PVDR for any reason.
16. Right of Reverter: An Applicant obtains ownership of a PVDR Donkey upon adoption; however, PVDR retains the exclusive right of reverter, in its sole discretion, with regard to any PVDR Donkey adopted by Applicant. PVDR may exercise said right of reverter in the following circumstances:
a. Significant change in the health of the animal. A significant deterioration in health shall be determined in the sole and absolute discretion of PVDR.
b. If Applicant cannot care for the animal or for any reason does not desire to care for the animal.
c. If Applicant attempts to sell, trade or loan the PVDR Donkey for any reason.
d. If neglect or abuse of the PVDR Donkey is suspected. Determination of neglect or abuse is in the sole and absolute discretion of PVDR.
17. PVDR Donkey Adoption Disclaimers
a. The Applicant understands that the information provided regarding the PVDR Donkey being adopted might have been received by third parties and that information may be educated estimates of unknown facts about the PVDR Donkey; therefore PVDR does not warrant accuracy or correctness of such information.
b. The Applicant hereby indemnifies and saves harmless PVDR, 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 PVDR Donkey once the adopter has taken
possession.
c. The Applicant understands that upon taking possession of the PVDR animal, he/she assumes all liability for the animal and any injury or damage, which may occur to or because of the PVDR donkey, and that PVDR is absolved of all liability.
d. The Applicant 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.
e. The Applicant understands that he/she will be responsible for all legal fees and/or court costs incurred by PVDR in an effort to enforce that portion of the contract that requires the sterilization of all male offspring as provided for in Paragraph 8 of this Agreement.
f. The Applicant understands that PVDR Donkeys are Donkeys 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 PVDR Donkey may show no signs of illness at the time of adoption. If an adopted PVDR Donkey shows signs of illness, the Applicant is responsible for seeking veterinary care for the PVDR Donkey and is also responsible for all medical expenses.

Adopter 1:_____
Print Name Signature Date

Adopter 2:_____
Print Name Signature Date

For PVDR:_____
Facility Signature Date

Donkey 1:_____
AVID Sex Color

Donkey 2:_____
AVID Sex Color

Adoption Fee: Amount $_____ Paid Via:_____