



**TURNING POINTE DONKEY RESCUE ADOPTION CONTRACT**

*ADOPTER INFORMATION*

NAME OF ADOPTER (Mr./Mrs./Ms./Dr.) \_\_\_\_\_

ADDRESS OF ADOPTER: \_\_\_\_\_  
Street City State Zip Code

Primary Telephone: (\_\_\_\_) \_\_\_\_\_ Secondary/Cell phone: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_@\_\_\_\_\_

*DONKEY INFORMATION*

NAME OF DONKEY: \_\_\_\_\_ gelding/jennet (circle one)  
(For purposes of this Agreement, the “Donkey”)

Description/color \_\_\_\_\_

Mini/standard/mammoth (circle one); approximate age: \_\_\_\_\_ years old

This Adoption Contract (the “Agreement”) is entered into between Turning Pointe Donkey Rescue (“TPDR” or “Rescue”) and the Adopter named above for the adoption of the Donkey described above, according to the terms and conditions contained in this Agreement:

1. Adoption Agreement. Adoption will occur after the inspection and approval of Adopter’s facilities by TPDR, unless inspection is expressly waived by TPDR. TPDR has informed Adopter of any and all conditions of which it is aware concerning the Donkey. The Adopter agrees to adopt the Donkey described above, and to provide him/her with appropriate love and attention for the remainder of the Donkey’s natural life (i.e. to provide Donkey with a “forever home”).

The Adopter will provide the Donkey with a safe, sturdily fenced pasture area with access to clean, dry shelter that is free from excessive manure. Adopter will feed the Donkey clean, mold-free hay and will ensure continuous access to clean, fresh, unfrozen water.

The Adopter acknowledges that a Donkey is a social animal and agrees to keep the Donkey with another equine companion(s). Further, Adopter promises that Adopter's facilities comply with all local, county and State requirements for the keeping of animals.

**TPDR reserves the right to visit the Donkey to monitor the placement and overall care of the Donkey.**

2. Adoption Donation. The Adopter acknowledges and agrees to pay an adoption donation of \$\_\_\_\_\_ to the Rescue. The adoption donation shall be due prior to the transfer of possession of the Donkey, unless other payment arrangements are agreed to in writing between the Rescue and Adopter. The Adopter further acknowledges that the Rescue may, in its sole discretion, elect to adopt the Donkey to another party if the Adopter does not timely pay the adoption donation. A portion of the adoption donation may be tax deductible by the Adopter. However, the Adopter must consult his/her independent tax advisor to determine the tax benefits, if any, of adopting the Donkey.
3. Health Care of Donkey. In addition to the accommodations and feeding program required in Item 1 of this Agreement, the Adopter expressly acknowledges and agrees that it is essential to the Donkey's well-being that the Donkey receive veterinary attention, including: a) annual vaccinations and teeth care as recommended by Adopter's licensed veterinarian (referenced in the Adoption Application); b) Coggins test as required by the laws of the State where the Donkey will reside; c) treatment as preventative care against parasites as recommended by a licensed veterinarian; d) bi-monthly hoof care; and e) such other health care as becomes necessary from time to time to maintain the health status of the Donkey, to be determined by veterinary husbandry. Adopter shall provide updates for the Donkey's health care to the Rescue upon request of the Rescue, from time to time. **The failure of Adopter to comply with any of the health care requirements contained in this Item 3, and to provide proof thereof to the Rescue within ten (10) calendar days of the Rescue's request, is a material breach of the Agreement and may result in forfeiture to the Rescue of the Donkey by the Adopter.**

4. Activities Expressly Prohibited. The Adopter expressly acknowledges and agrees that the following activities involving the use of the Donkey are expressly PROHIBITED and that **engaging in such activities shall result in a material breach of this Agreement and repossession of the Donkey by the Rescue:**
  - a. Using the Donkey for breeding purposes;
  - b. Using the Donkey for sporting games or any other behavior detrimental to donkeys, including but not limited to, roping donkeys and donkey basketball;
  - c. Exposing the Donkey to any other activities or circumstances that would threaten the safety and well-being of the Donkey; and
  - d. The sale, transfer or relocation of the Donkey for any reason whatsoever to any party other than the Rescue without the prior written consent of the Rescue. Under no circumstances will Adopter take Donkey to an auction, wholesalers, or meat buyers!
5. Recovery of Donkey by Rescue. In the event Adopter, for any reason, is unable or unwilling to continue to care for the Donkey as required in this Agreement, Adopter shall immediately notify the Rescue and allow the Rescue to recover possession and reclaim ownership of the Donkey. Further, the Adopter expressly acknowledges and agrees that the Rescue shall be entitled to immediately reclaim ownership of the Donkey upon notification of any material breach of this Agreement. In the event of recovery of the Donkey by the Rescue, the Adopter shall utilize his/her best efforts to aid the recovery of the Donkey by the Rescue and shall in no way prevent such recovery. The Adopter further acknowledges and agrees that the Rescue is under no obligation to return any portion of the adoption donation to the Adopter upon recovery of the Donkey.
6. Death Reporting Requirement. Upon the death of the Donkey, Adopter shall report to the Rescue the death and circumstances surrounding the death as soon as possible. If no cause of death is apparent, a necropsy may be ordered. Every effort should be made to notify Rescue as soon as possible when death of the Donkey occurs.
7. Euthanasia. In non-emergent circumstances, when elective euthanasia is being considered, Adopter shall contact the Rescue prior to elective euthanasia to discuss the existing circumstances and possible return of the Donkey to the Rescue.

In case of medical necessity (as determined by a licensed veterinarian), the donkey will be humanely euthanized.

8. Choice of Law and Venue. The parties acknowledge and agree that this Agreement and the rights and obligations of the parties under it shall be subject to, and shall be construed and interpreted in accordance with, the laws of the State of Michigan. The parties also consent to jurisdiction in the courts of Michigan for all purposes and for any disputes arising under this Agreement.
  
9. Amendments. This Agreement shall not be amended or changed except in writing and signed by both parties.
  
10. Severability. If any term of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term shall be valid and enforceable to the fullest extent permitted by law.
  
11. Miscellaneous. The paragraph headings are for convenience only, and shall not affect the meaning or interpretation of this Agreement. This Agreement and any attachments hereto represent the entire Agreement of the parties relating to the adoption of the Donkey. All prior negotiations between the parties are merged into this Agreement and there are no other understandings or agreements regarding the adoption of the Donkey other than those in this Agreement.

This Agreement shall constitute a valid and binding contract, effective upon the signature of both parties on the date noted below.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Adopter

\_\_\_\_\_  
Printed name of Adopter

TURNING POINTE DONKEY RESCUE,  
A Michigan nonprofit corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of TPDR representative

Its: \_\_\_\_\_  
TPDR role of signatory