

Whispering Manes Therapeutic Riding Center
6105 SW 125th Avenue
Miami, FL 33183
www.whisperingmanes.org

Agreement for Donation of Horse

This Agreement is made _____, 201_ by **Whispering Manes Therapeutic Riding Center**, 6105 SW 125th Avenue, Miami, FL 33183, hereafter referred to as "Donor", and **(Recipient name)**, (Recipient address), hereafter referred to as "Recipient".

Donor, as legal owner, by this donation transfers all of its rights, title and interests in the following horse to Recipient. **(Horse name)**, (hereafter referred to as "Horse") is a ___ year old, ___ hh, (physical description). Donor has a good and clear title to said horse, free from any liens, encumbrances and claims by third parties.

The conditions of this donation are as follows:

1. The horse shall be shipped by Donor to Recipient by the Recipient.
2. If the horse is not acceptable for use by Recipient within 30 days from the date of this Agreement, said horse shall be returned to Donor at the expense of the Recipient.
3. If Recipient should decide at ANY TIME during the life of Horse that they do not wish to keep Horse, the Recipient must contact Donor for right of first refusal on return of Horse to Donor. Horse cannot be bred, donated, sold, adopted, transferred, auctioned, released, given away, or otherwise placed into the possession of another individual or organization without first consulting with Donor.
4. If Recipient should decide at ANY TIME during the life of the horse to re-home the horse Donor must grant approval for of any individual or organization intending to take possession of the equine prior to being placed in the possession of such individual or organization. Recipient must provide written notification including name, address and telephone number of any individual or organization intending to take possession of the equine as of the date of this agreement and any time thereafter
5. Recipient agrees that they are bound not to sell the equine at auction for slaughter or allow the equine to be sold, transferred, released, or otherwise places into possession of person or organization that cause or allow the equine to be sold at auction for slaughter.
6. Donor shall provide Recipient information at the time of donation regarding the health, behavior, and past history of Horse. Horse will travel with current Coggins paperwork and Horse's registration papers.
7. Recipient takes full responsibility of said horse at time of transfer of ownership, which is defined as when Horse arrives via shipper at Recipient's

designated location.

8. The terms of our organization's agreement will be binding on any future individual or organization taking and/or in possession of the equine for any reason.

9. This Agreement shall be governed by the laws of the State of Florida. Any legal action must be brought in the county of Dade, at the Recipient's expense provided, however, the parties agree to required mediation and arbitration of any disputes relating to this transaction.

I have read, understand and agree to the terms and conditions herein. I understand that this is a binding legal contract, and I further understand that my

signature automatically transfers ownership of said Horse from Whispering Manes Therapeutic Riding Center to _____ immediately.

Documents to travel with Horse:

1. Negative coggins. Original is shipped with the horse.
2. Registration papers for all registered horses.

Whispering Manes Therapeutic Riding Center, Donor

Date: _____

, Recipient

Date: _____