



## Agreement for Evaluation and Potential Donation and/or Purchase of a Horse

The purpose of this agreement is to establish a common understanding between Horses with H.E.A.R.T., Inc. (HwH), a non-profit (Federal EIN #86-0735678) 501(c)(3) corporation (Donee/Buyer) and the owner (Donor/Seller) of the horse described below which is potentially being donated/sold to HwH.

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IT IS UNDERSTOOD that HwH is organized to provide therapeutic and recreational horseback riding to people with special needs.

IT IS UNDERSTOOD that the animals used in the HwH programs must be safe, sound, healthy and compatible with the needs of the program.

IT IS UNDERSTOOD that horses are unpredictable and even the most docile animal can and will step on, bite, push off balance, stumble, throw, etc. any person working with or around it. Safety precautions will always be taken when working with any animal.

The Owner states that they are the lawful owner and believes the horse to be acceptable for use in HwH's therapeutic and recreational riding programs. Owner's intent is to  Donate  Sell  Combination of Sell/Donate.

(HwH cannot provide an estimated value for the purpose of the donation. Donor acknowledges that any value of \$5,000 or more must be confirmed by an appraiser at the Donor's expense.)

Owner hereby agrees to allow HwH a 30 – 60-day trial period to evaluate and determine the horse's suitability for use in their programs. During the trial period, HwH will assume responsibility for all day-to-day care of the horse. Every precaution will be taken to assure that the animal receives good care and feeding. During this period, the animal will be schooled to accept wheelchairs, crutches, mounting ramps and any other conditions which are required during the program. References from a veterinarian may be requested. If the animal is found to need extenuating care due to pre-existing conditions, the Owner agrees to be responsible. Consent will be obtained prior to procedure.

If at the end of the trial period, the horse seems to meet the needs of HwH, the Owner will be notified of its suitability and arrangements will be made for transfer of hauling papers, registration papers, veterinary references and any other pertinent records.

If for any unknown reason, after the horse has been accepted into the program, it becomes unusable, HwH, as the owner, will take whatever steps are necessary to retire the horse. HwH will notify the Donor prior to the horse being removed from the program.

The Owner acknowledges that they will not hold responsible, HwH, its officers, volunteers, participants, employees and/or agents, and hereby releases them from all liability for personal injury or property damage, or injury to himself or the horse. HwH will assume all risk of accident and injury arising from said horse during the trial period.

The undersigned Owner/Donor shall pay all costs and attorney fees arising from any suit or legal proceeding which is brought by the undersigned contrary to the terms of this agreement.

Horse's Name: \_\_\_\_\_

Horses with H.E.A.R.T. Inc.

Owner/Donor (printed): \_\_\_\_\_

By: \_\_\_\_\_

Owner/Donor signature: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

P.O. Box 2427  
Chino Valley, AZ 86323

Telephone: \_\_\_\_\_

Date Horse accepted for trial period: \_\_\_\_\_

Date Horse approved as program horse: \_\_\_\_\_

Date Horse rejected as program horse: \_\_\_\_\_