



# Save Your Ass Long Ear Rescue

*Rescue, Rehabilitate, Educate*

## Adoption Contract

**Save Your Ass Long Ear Rescue (SYALER), a New Hampshire based non-profit corporation** makes every effort to place donkeys and mules in the most compatible, caring, and supportive environment possible. Adoption placements are based on what is in the best interest and well-being of the donkey or mule as determined by **SYALER**.

**SYALER** and Adopter are in agreement regarding the adoption of the following donkey or mule (circle one):

Animal's name: \_\_\_\_\_ Male / Female (circle one)

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

Mini, Standard, Mammoth (circle one) Approx. weight: \_\_\_\_\_ Approx. age: \_\_\_\_\_

For the adoption, fee of: \$\_\_\_\_\_ by the following Adopter:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Home address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Home telephone: \_\_\_\_\_ cell: \_\_\_\_\_

Work telephone: \_\_\_\_\_ email: \_\_\_\_\_

**SYALER** has advised Adopter of any and all health or behavioral conditions of which it is aware concerning this donkey or mule at the time of adoption. **SYALER** does not guarantee the soundness or temperament of this donkey or mule and is not financially or otherwise responsible for any health or behavioral conditions that arise on a post-adoption basis. Adopter shall comply with the following terms.

### TERMS OF ADOPTION

- The donkey or mule will be provided with a safe, well fenced area with access to a clean, dry shelter free from excessive manure. Adopter further agrees to abide by all anti-cruelty laws of the state in which the adoptee donkey or mule resides.
- Adopter agrees to notify **SYALER** in writing, by telephone or email in the event the donkey or mule moves to a new location.
- The donkey or mule will be given clean, mold-free grass hay, and constant access to clean, fresh, unfrozen water.
- A licensed veterinarian is to be called to examine/treat the donkey or mule for any illness, serious injury or significant weight loss. If diagnosis of illness or serious injury cannot be treated due to financial reasons, the donkey or mule will be returned to **SYALER** immediately at owner's expense in accordance with the recovery of donkey or mule provision below.
- The donkey or mule will be provided with timely health care including administration of routine vaccinations, properly and regularly trimmed feet, and fecal sample checks by a licensed veterinarian two times per year and adherence to an adequate de-worming as recommended by the veterinarian.
- To fulfill their social needs, all adopted donkeys must be placed/live with another donkey. However, mules may be placed with another suitable equine companion (mule, donkey or horse).
- No jennet (female donkey) will be bred, either deliberately or accidentally.
- The donkey or mule is not to be utilized for sporting games or any other similar ill-conceived behavior, including but not limited to donkey basketball, racing or roping activities.
- The donkey or Mule will not be sold or transferred to any other owner without written permission of **SYALER**. If the donkey or mule needs to be surrendered for any reason, the recovery of donkey or mule provision below will apply. Under no circumstances will the donkey or mule be taken to an auction, wholesaler, or meat buyer as a method of surrender.

In case of medical necessity as determined by a licensed veterinarian, the donkey or mule will be humanely euthanized and **SYALER** will be notified in immediately. Notification shall include a written explanation from the attending veterinarian as to the circumstances that gave rise to the need to euthanize. This notification requirement applies in all cases where the donkey or mule is euthanized.

- **SYALER** reserves the right (either directly or through an authorized representative) to periodically visit the donkey or mule on an on-going basis to monitor the placement, overall care and well-being of the animal. Adopter shall cooperate and facilitate such visits.

In the event Adopter fails to comply with any of the terms of this contract, **SYALER** reserves the right to cancel the adoption and take immediate possession and ownership of the donkey or mule.

**Recovery of the donkey or mule.**

In the event Adopter, for any reason, is unable or unwilling to continue to care for the donkey or mule as required by this contract, Adopter shall immediately notify **SYALER** and allow **SYALER** to recover possession and reclaim ownership of the animal.

Further, the Adopter expressly acknowledges and agrees that **SYALER** shall be entitled to immediately and without notice, repossess the donkey or mule and **SYALER** maintains the right to enter whatever premises are necessary to effect such repossession upon knowledge of any breach of this contract. In the event of recovery of the donkey or mule by **SYALER**, the Adopter shall make best efforts to cooperate and aid in the recovery of the donkey or mule by **SYALER** and shall in no way prevent such recovery. Adopter interference or lack of cooperation in the recovery of the donkey or mule by **SYALER** may subject Adopter to legal action by **SYALER** to enforce this contract. Adopter agrees to pay **SYALER'S** reasonable attorney fees and court costs in the event **SYALER** requires the services of an attorney to enforce the terms of this contract.

**Severability.**

If any term of this contract or the adoption application is determined to be invalid or unenforceable, the remainder of the contract shall be enforceable to the fullest extent permitted by applicable law.

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

Adopter's signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SYALER representative signature: \_\_\_\_\_ Date: \_\_\_\_\_**