

EQUINE VIRTUAL ANGEL AGREEMENT

This Equine Virtual Angel Agreement (“Agreement”) is entered into on _____, 2010, at Tucson, Arizona, between HEART of Tucson (“HEART”) and _____ (“EVA”), who resides at _____.

HEART and EVA agree to be bound by all the terms and conditions of this Agreement as set forth as follows:

- 1) **THE EQUINE:** The EVA agrees to assist in the adoption and care for the horse (or pony, mule, donkey, other equine) known as _____ (“Equine”), whose age is approximately _____ years and whose height is _____ hands. The Equine is further described in the Adoption Contract and Attachments thereto, a copy of which is attached hereto and incorporated herein by reference as Attachment A.
- 2) **ADOPTION FEE:** EVA agrees to pay HEART a non-refundable portion of the adoption fee in the amount of _____. The remainder of the adoption fee shall be paid by the person adopting the Equine.
- 3) **HEART RETAINS OWNERSHIP:** The Adopter agrees and understands that this Agreement does not transfer any ownership interest in or title to the Equine; and EVA agrees and understands that all ownership in and title to the Equine remains with HEART.
- 4) **RELATIONSHIP BETWEEN ADOPTER AND EVA:** EVA understands and agrees that the person adopting the Equine will care for the Equine. EVA will be permitted at least two (2) visits with the Equine in any consecutive twelve (12) month period. EVA agrees to provide forty-eight (48) hours notice to the person adopting the Equine prior to any such visit. EVA will receive monthly progress reports from the person adopting the Equine together with a current photograph of the Equine either by regular U.S. mail or by email.
- 5) **RESPONSIBILITIES OF EVA:** EVA agrees and understands that that it is his/her responsibility to help ensure that the Equine is receiving appropriate care. Should EVA determine or believe that the Equine is not receiving appropriate care, or if EVA becomes aware of any breach of the contract between HEART and the person who adopted the Equine, EVA agrees to notify HEART immediately. Such notification may be made by telephone or email.
- 6) **RETURN OF EQUINE TO HEART:** In the event the Equine is returned to HEART for any reason, EVA agrees to help pay for the care of the Equine in the amount of \$_____ monthly unless and until a new adoptive home is found for the Equine. In return for this financial support of the Equine, HEART agrees to provide monthly progress reports to EVA regarding the Equine during any time period in which Equine resides at HEART.
- 7) **TERMINATION OF AGREEMENT BY EVA:** If for any reason EVA is unwilling or unable to fulfill his/her responsibilities under this Agreement, EVA shall notify HEART immediately in writing. EVA understands and agrees that this Agreement is terminated by either party for any reason, EVA shall not be

- entitled to any compensation or refund of any money paid to HEART in connection with the Equine.
- 8) BREACH OF AGREEMENT: In the event HEART determines that EVA is in breach of any term of this Agreement, or if HEART becomes aware of any material misstatement in the EVA Application submitted to HEART, or if HEART learns that any humane society or animal control agency warns or issues a citation to the Adopter regarding inhumane treatment of any animal in the possession of the Adopter, this Agreement shall be considered null and void.
 - 9) LIABILITY: Adopter agrees and understands that equines are unpredictable animals and that activities involving equines are inherently dangerous. EVA agrees to hold HEART harmless for any property damage or personal injury the Equine may cause to EVA during a visit.
 - 10) ASSIGNABILITY: The parties agree that the rights and obligations of this Agreement are not assignable by either party except upon the written agreement of both parties to this Agreement.
 - 11) NOTICES: The parties agree that all notices, demands and other communications pursuant to this Contract shall be deemed to have been duly given and made if delivered personally, or if sent in writing by registered or certified mail, return receipt requested, properly addressed and postage prepaid to:
 - (a) HEART of Tucson
120 S. Houghton Road, Suite 130-267
Tucson, AZ 85748-2155
 - (b) EVA's name
EVA's full address from page one
 - 12) CHOICE OF LAW: The parties agree and understand that the rights and obligations under this Agreement shall be subject to and shall be interpreted and construed under the laws of the State of Arizona. The parties to this Agreement agree and consent to be subject to the jurisdiction of the courts of the State of Arizona for all purposes and for any disputes arising under this Agreement.
 - 13) MODIFICATIONS: This Agreement shall not be modified or amended except by a writing signed by both parties to this Agreement.
 - 14) ENTIRE AGREEMENT: This Agreement and any Attachments hereto, represent the entire agreement between the parties relating to the adoption of the Equine and the Equine Virtual Angel Program. All prior negotiations between the parties are merged into this Agreement and there are no other understandings or agreements between the parties regarding the adoption of the Equine other than those incorporated in this Agreement.

This Agreement is accepted by and is entered into by:

Judy Glore, President
HEART of Tucson

Name
Equine Virtual Angel