

TR 4 Heart and Soul Equine Donation Form

Organization Information

Name of organization: TR 4 Heart and Soul

Address: 8023 93rd st SE Bismarck, ND 58504

Phone: 701-367-6136

Name of contacts:

Katie Oakland, Executive Director 7013676136

Katie.oakland@live.com

TR 4 Heart and Soul Mission: seeks to improve the quality of life, both physically and emotionally of adults and children with disabilities, learning, speech, and behavioral challenges through the heart and soul of a horse one ride at a time.

Our Profile: We are committed to sharing the power of the horse to enrich the lives of people who can benefit from our horses. We are a Tax Exempt, 501(c)(3) non-profit organization currently serving individuals of Bismarck and the surrounding area. Our Employer ID is: 81-1305058.

To donate your horse to TR 4 Heart and Soul:

Please complete this entire form and agreement. This information is very important to ensure the proper care of your horse. Candid answers will not necessarily eliminate your horse from consideration, but will help us make the best decision for your horse and our clients. Also it will help us manage your horse to the best of our ability. We will contact you to make arrangements for your horse once this document is returned to us; however please be aware that we may not have space available for your horse at the time you submit this form. If accepted into the program, your donated horse will be utilized for therapeutic riding and other equine-assisted therapies and lessons. If the horse is found not suitable to the program at any time or is ready for retirement, you will have the first right of refusal. This means that you can accept the horse back from TR 4 HAS or allow TR 4 HAS staff to re-home the horse to a suitable home.

Date: _____ Name: _____ Address: _____

City, State Zip & County: _____

Email: _____ Phone: Home _____ Cell _____

Name of Horse: _____ Nickname: _____

Breed: _____ If Registered list Registries & Numbers: Tattoo/Chip: _____

Gelding/Mare Age: _____ Height: _____ Weight: _____ Color: _____ Scars/Markings: _____

Date of last worming & type of wormer used: _____

Vaccinations - Give date last received: E&W _____ Flu _____ Tetanus _____ Rhino _____

West Nile _____ Rabies _____ Known injuries/Known lameness issues: _____

Date last seen by vet and why: _____

Date of last floating: _____ Does he/she crib: Y/N

What type of feed & hay, how much and how often has your horse been eating: _____

Has your horse been out on pasture y/n : if yes, how often: _____

What supplements is your horse given: _____

Is horse accomplished in a show discipline: Y/N : Disciplines Trained In: Western pleasure, English pleasure, dressage, hunter, jumper, trail, other: _____

List any riding limitations: _____

Is horse trained to drive: Y / N: if yes can horse be driven: Y/N List any driving limitations: _____

Please list any bad habits under saddle or in cart (i.e., bucking, rearing, rushing, bolting, not on bit, not stop, spooks, etc.):

Does horse get along well with other horses: Yes / No, if no why: _____

List any bad ground manners (i.e., bite, kick, crowd, rushing, spooky, etc.): _____

List any bad habits in stall (i.e., kicking walls, chewing wood, cribbing, territorial, stall walking, weaving, etc.):

Are you able to provide transportation for your horse: Y / N

Do you need to move your horse by a certain date: Y / N If yes when: _____

Will you be donating any tack for your horse: Y / N If yes please list: _____

Will you be donating any grooming supplies for your horse: Y / N If yes please list: _____

Will you be donating any supplements for your horse: Y / N If yes please list: _____

Will you be donating any funds to help care for your horse: Y / N If yes list amount \$ _____

DECLARATION OF GIFT AND INDEMNITY AGREEMENT

THIS DECLARATION OF GIFT AND INDEMNITY AGREEMENT (the "Agreement") dated as of _____, 20____, is made by and between TR 4 Heart and Soul of Bismarck, ND - 501(c)3 non-profit corporation and is based upon the following facts: A. Donor is the owner of said horse described on page 1 (and hereafter referred to as the "Horse"). B. Donor hereby desires to give to TR 4 Heart and Soul all of Donor's right, title and interest in and to the Horse. C. As a condition to accepting the Horse, TR 4 Heart and Soul has requested that Donor indemnify it against actual losses TR 4 Heart and Soul may suffer due to the initiation of legal proceedings brought against Donor and/or TR 4 Heart and Soul arising from Donor's former ownership of the Horse. In consideration of the mutual promises set forth in this Agreement and for good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Gift of Horse: Donor hereby transfers, conveys and assigns all of Donor's right, title and interest in and to the Horse, and based upon the terms and conditions contained herein, TR 4 Heart and Soul hereby accepts the Horse.
2. Registration Papers: Donor hereby agrees to endorse and/or deliver within ten (10) days from the date hereof, any and all documents necessary and appropriate so that the registration papers for the Horse can be transferred into TR 4 Heart and Soul name or into the name of any subsequent transferee of the Horse, as TR 4 Heart and Soul shall direct.
3. Representation of Donor: Donor hereby represents and warrants to TR 4 Heart and Soul that:
 - Donor owns full, exclusive and irrevocable right, title and interest in and to the Horse;
 - that no liens encumber title to the Horse;
 - that no other person, corporation, partnership or other entity has any right, title, claim or interest in, against or to the Horse; and
 - Donor agrees not to do any acts which would adversely affect or interfere with TR 4 Heart and Soul activities with respect to the Horse or otherwise.
4. Indemnification: Donor hereby agrees to indemnify, defend and hold harmless, TR 4 Heart and Soul, its owners, Board of Directors, employees and agents, from and against any and all losses, damages, deficiencies, claims, demands, suits, actions, liabilities, proceedings, judgements and expenses (including reasonable attorneys' fees), and amounts paid or to be paid in settlement, reasonably incurred or suffered by TR 4 Heart and Soul, its owners, board of directors, employees and TR 4 Heart and Soul agents, in connection with or arising out of:
 - a breach of any agreement and/or representation of Donor contained in this Agreement;

- any suit, action, or other proceeding brought by a third party for acts of Donor prior to the date of transfer of the Horse to TR 4 Heart and Soul involving any transactions, either directly or indirectly, relating to the Horse; or
- any suit, action or other proceeding brought by a third party for any damages arising from the use, activities or other transactions in which the Horse may have been involved, either directly or indirectly, prior to the date of transfer herein.

5. Right of Defense: Donor hereby agrees at TR 4 Heart and Soul option to defend TR 4 Heart and Soul any such matters arising under paragraph 4 above, or TR 4 Heart and Soul may maintain its own counsel, in which case Donor shall reimburse TR 4 Heart and Soul for such reasonable fees and costs.

6. Notice of Claim: Should any claim be made in which TR 4 Heart and Soul is entitled to indemnification (a "Claim"), TR 4 Heart and Soul shall, within twenty (20) days of receipt of such Claim, give written notice thereof to Donor.

7. Notices: All notices required or permitted hereunder shall be in writing and shall be delivered in person or sent by certified mail, return receipt requested, postage prepaid to the addresses of TR 4 Heart and Soul and Donor set forth by their respective signatures below. Each party may change such address by written notice as provided herein.

8. Governing Law: This Agreement and the rights of the parties hereunder shall be governed and construed in accordance with the laws of the State of South Dakota.

9. Attorney's Fees: In the event of any dispute or litigation arising out of or relating to the meaning, interpretation or breach of this Agreement or compliance or noncompliance with the terms of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorneys' fees and costs.

10. Successors and Assigns: This Agreement shall be binding upon, and shall inure to the benefit of, the heirs, executors, personal and legal representatives, successors and assigns of the parties hereto.

11. Amendment: No amendment to this Agreement shall be effective unless such amendment is in writing and signed by each of the parties to this Agreement.

12. Counterparts: This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

13. Entire Agreement: This Agreement and the Declaration constitute the entire understanding and agreement of the parties with respect to the subject matter hereof, and any and all prior agreements, understandings or representations are hereby terminated and cancelled in their entirety and are of no further force or effect.

I/we CERTIFY THAT ALL OF THE INFORMATION CONTAINED HEREIN IS CORRECT AND TRUE.

Date: _____ Owner Signature(s): _____

Date: _____ TR 4 Heat and Soul Rep. Signature(s):

Please present one copy of this completed application (signed & dated) to the address at the top of the form, or give to a TR 4 Heart and Soul representative listed on this form. You will need a copy for your files as well.

Thank you for enriching our program!