

# *Perfect Harmony Animal Rescue & Sanctuary*

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## **PLACEMENT CONTRACT**

This contract is made between the Corporation "Perfect Harmony" Animal Rescue and Sanctuary  
and \_\_\_\_\_  
hereafter referred to as Guardian(s).

- 1) Guardian(s) agree(s) to care for the following equine according to the terms and conditions set forth in this legally binding contract.
- 2.) a.) Breed \_\_\_\_\_  
b.) Animals Name \_\_\_\_\_ c.) Sex \_\_\_\_\_  
d.) D.O.B. or Age \_\_\_\_\_ e.) Weight \_\_\_\_\_  
f.) Registration Number \_\_\_\_\_  
g.) Description of Animal, color, scars, brand, etc., \_\_\_\_\_

3.) Guardian(s) acknowledge(s) that Perfect Harmony has stated that this animal has:

Health Problems \_\_\_\_\_

Behavior Problems \_\_\_\_\_

Other Problems \_\_\_\_\_

Information provided regarding temperament and health is based upon knowledge acquired during the time the animal has been under the care of Perfect Harmony, and may not reflect facts not available to Perfect Harmony at the time of placement.

4.) Animals placed through Perfect Harmony include no guarantee regarding health, soundness, temperament, or general condition.

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5.) Guardian(s) agree(s) to take full responsibility for the animal and to forever hold Perfect Harmony, it's Directors, officers, heirs, members harmless for any and all damage or injury to person or property, caused by the animal.

6.) Guardian(s) agree(s) to treat the animal in accordance with humane practices and to provide at their

own expense, adequate and proper quantities of wholesome, nutritious food, water, safe shelter, proper exercise, veterinary attention (from preventative like vaccinations, to emergency) hoof care, etc.

- 7.) If Guardian is unable or unwilling to pay for emergency treatment when necessary, Perfect Harmony must be notified immediately.
- 8.) Guardian(s) agree(s) to advise Perfect Harmony of the exact location where the animal will live, including complete physical address and directions to the location prior to placement. If equines are boarded at a stable, stable must be notified that the animal is co-owned by Perfect Harmony. Stable Owner must agree to notify Perfect Harmony if guardian is ever late with his/her boarding fees. Guardian(s) further agree(s) that a representative of Perfect Harmony may make unannounced visits to where the animal is located to confirm that the proper care, required in this contract is provided. Guardian(s) also agree(s) to provide copies of veterinary care, feed receipts or any other pertinent paperwork within ten (10) days of Perfect Harmony's written or verbal request.
- 9.) Guardian(s) agree(s) **NOT** to relocate animal without obtaining written approval from Perfect Harmony **prior** to the move.
- 10.) Guardian(s) agree(s) to immediately notify Perfect Harmony if the animal is lost or stolen and to make every effort to locate the animal, including placing advertisements in local newspapers, notifying local law enforcement officials and regularly checking local animal shelters, rescues, livestock auctions for four (4) weeks.
- 11.) Guardian(s) agree(s) not to sell, lease or otherwise transfer ownership of animal to another person or entity. In the event that animal is no longer wanted or Guardian can't keep the animal for any reason, Guardian(s) agree(s) to re-donate animal back to Perfect Harmony. **(SORRY, PLACEMENT FEES ARE NON-REFUNDABLE)** Animals may be given to a family member or very close friend, as long as the relative or friend meet all placement requirements and signs a new contract with Perfect Harmony. No new fees will be due. If problems arise with the animal, Perfect Harmony **may** agree to exchange animal for another animal of the same species.
- 12.) In case of registered animal, registry is the responsibility of Guardian(s). Animals have to be registered in **BOTH** the Guardian's name and Perfect Harmony.
- 13.) **BREEDING OF PLACED ANIMALS IS STRICTLY PROHIBITED.**  
If accidental breeding occurs, Perfect Harmony must be notified and a new, separate contract must be signed for the resulting offspring. Offspring **CANNOT** be sold for profit or given away. If guardian is unwilling to sign a new contract, then the offspring must be turned over to Perfect Harmony. Guardian is in breach of contract if \*accidental\* breeding occurs a second time and all animals under contract(s) with Perfect Harmony must be returned to Perfect Harmony immediately.
- 14.) Guardian(s) agree(s) to notify Perfect Harmony immediately of the animals death and to furnish an explanation. A veterinary statement must be submitted explaining the cause of death, with full description of animal.
- 15.) Guardian(s) agree(s) that in the event that Perfect Harmony determines that there has been a material violation of the terms and conditions of contract (including, but not limited to: failure to provide proper care, failure to allow access for on site inspection of animal and it's habitat, or moving animal without written consent from Perfect Harmony) or if Perfect Harmony is notified that Guardian received a  
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warning or citation for inhumane treatment of **ANY** animal, Guardian is in breach of contract and Perfect Harmony may recover immediate possession of animal without legal recourse.
- 16.) In the event of confirmed breach of contract Perfect Harmony may enter any location where animal is kept and take immediate possession of animal with no liability. At such time Guardian's rights shall

terminate and Guardian(s) agree(s) that he/she/they shall have no cause of action or claim against Perfect Harmony regarding such removal and termination of rights. Guardian(s) will be held liable for any and all expenses arising out of such removal of animal, including but not limited to: veterinary fees, boarding fees, transportation fees...

- 17.) Failure of Perfect Harmony to take immediate actions authorized above does not waive Perfect Harmony's right to take such action at any time.
- 18.) If necessary, legal actions will be taken to reclaim animal and to recover all fees associated with such action from Guardian(s). If animal is removed from the Guardian(s) and in need of veterinary care due to neglect or abuse by the Guardian(s) or anybody in charge of caring for the animal, Guardian(s) will be held liable.
- 19.) Placement fee is **NOT** a sales price. Perfect Harmony does **NOT** sell animals. Placement fees are donations and are non-refundable.
- 20.) Perfect Harmony will retain non-custodial Co-ownership of all animals for the rest of the animal's natural life. Placement is considered a life time lease. This is to assure the animals safety and to help us be aware of the animals whereabouts at all times. Guardians are to assure the animals well being for the rest of the animals life. Perfect Harmony places a monetary value of **\$10,000.00 (Ten thousand dollars)** on all equines. This is the amount owed by the Guardian(s) to Perfect Harmony  
in case Guardian(s) sells, leases or otherwise transfers ownership of a placed equine without written authorization from Perfect Harmony, or cannot account for the animals whereabouts at all times. The same applies in case of the death of a placed equine, if Guardian(s) fails to furnish a veterinary statement.  
New Mexico laws apply for any lawsuits arising out of this contract.

21.) Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS CONTRACT IS NOT VALID WITHOUT PLACEMENT FEE AND UNTIL GUARDIAN(S) PASSED INSPECTION!**

Guardian's name(s): 1.) \_\_\_\_\_  
2.) \_\_\_\_\_

Physical & Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone (home and work): \_\_\_\_\_

Complete address where animal will reside: \_\_\_\_\_

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**WITH MY SIGNATURE I CONFIRM THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THIS CONTRACT AND I AGREE TO ABIDE BY THEM. I ALSO CONFIRM THAT THE INFORMATION IN THE ASSOCIATED APPLICATION IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I AGREE TO THESE TERMS AND PROVIDE A PLACEMENT FEE OF \$ \_\_\_\_\_**

First Guardian's Signature \_\_\_\_\_ Date \_\_\_\_\_

Drivers license # & State of Issue \_\_\_\_\_

Social Security # \_\_\_\_\_

Second Guardian's Signature \_\_\_\_\_ Date \_\_\_\_\_

Drivers license # & State of Issue \_\_\_\_\_

Social Security # \_\_\_\_\_

Perfect Harmony \_\_\_\_\_ Date \_\_\_\_\_

Passed first inspection: Yes No

Passed subsequent inspections: 1.) Yes No 2.) Yes No 3.) Yes No 4.) Yes No 5.) Yes No

Inspected by: \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_