

Horse Donation Form

Declaration of Gift and Indemnity Agreement

This declaration of gift and indemnity agreement (the "Agreement") dated as of _____, 20_____, is made by and between The Foundation for the Pure Spanish Horse ("The Foundation") a 501(c)(3) and _____ ("Donor") and is based upon the following facts:

1. Donor is the owner of horse described hereto and incorporated herein by this reference (the "Horse").
2. Donor hereby desires to give to The Foundation all Donor's right, title and interest in and to the Horse.
3. As a condition to accepting the Horse, The Foundation has requested that the Donor indemnify it against actual losses The Foundation may suffer due to the initiation of legal proceedings brought against Donor and/or The Foundation arising from Donor's former ownership of the Horse.

In consideration of the mutual promises in this Agreement, and for good and valuable consideration the receipt of which is hereby acknowledged, the parties 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, The Foundation hereby accepts the Horse.
2. **Registration Papers:** Donor hereby agrees to endorse and /or deliver within five days from the date hereof, any and all documents necessary and appropriate so that the registration papers for the Horse may be transferred into The Foundation's name or into the name of any subsequent transferee of the Horse as The Foundation shall direct.
3. **Representation of Donor:** Donor hereby represents and warrants to The Foundation that:
 - a. Donor owns full, exclusive and irrevocable right, title and interest to the Horse.
 - b. That no liens encumber title to the Horse
 - c. That no other person, corporation, partnership or other entity has any right, title, claim or interest in, against or to the Horse
 - d. Donor agrees not to perform any acts which would adversely affect or interfere with The Foundation's activities with respect to the Horse

4. **Indemnification:** Donor hereby agrees to indemnify, defend and hold harmless The Foundation, board of directors, advisory board, employees, and agents from and against all and any losses, damages deficiencies, claims, demands, suits, actions, liabilities, proceedings, judgments, and expenses (including reasonable attorney's fees), and amounts paid to be paid settlement, reasonable incurred or suffered by The Foundation, board of directors, advisory board, employees, or agents with or arising out of:
 - a. A breach of any agreement and/or representation of Donor contained in this Agreement:
 - b. 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 The Foundation involving any transactions, either directly or indirectly, relating to the Horse:
 - c. Any suit, action or other proceeding brought by a third party of 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 The Foundation's option to defend The Foundation in any such matters arising under paragraph 4 above, or The Foundation may maintain its own counsel, in which case Donor shall reimburse The Foundation for such reasonable fees and costs.
6. **Notice of Claim:** Should any claim be made in which The Foundation is entitled to indemnification (a "claim"), The Foundation 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, via facsimile or other written telecommunication, or sent by certified mail, return receipt requested, postage prepaid to the addresses of The Foundation 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 California.
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 the terms of this Agreement, the prevailing

party shall be entitled to receive from the non-prevailing party reasonable attorney's 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 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.

“The Foundation”

The Foundation for the Pure Spanish Horse a 501 (c)(3) non-profit corporation

By: _____ Date: _____
Title _____
Address _____

“Donor”

_____ Date: _____
Address: _____

Exhibit "A"

Description of Horse

Name: _____

Registration Number orCodigo: _____

Microchip: _____

Sex: _____

Age: _____
