

# **DONATION AGREEMENT**

## **1.1 Subject of agreement.**

This agreement creates a binding contract between the undersigned with regard to the following animal (hereinafter referred to as “the donated animal”):

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

Breed: \_\_\_\_\_

Gender: \_\_\_\_\_

Color and markings: \_\_\_\_\_

Age: \_\_\_\_\_

Microchip i.d. no.: \_\_\_\_\_

License no.: \_\_\_\_\_

Neutered: \_\_\_\_\_ Spayed: \_\_\_\_\_

Vaccinations: DHLPP \_\_\_\_\_ Rabies \_\_\_\_\_

Comments or notes: \_\_\_\_\_

## **1.2 Parties to agreement.**

The donor under this agreement (hereinafter referred to as “donor”) is the person or entity intending to gift and deliver the donated animal, and all rights pertaining thereto, to donee under the terms of this agreement. The donee under this agreement is Oregon Dachshund Rescue, Inc. (hereinafter referred to as “donee” or “ODR, INC.”), the entity agreeing to receive and accept all rights pertaining to the donated animal.

## **1.3 Intent of agreement.**

Donor represents and warrants that he or she owns, or is authorized agent for the owner of, the donated animal and the parties execute the agreement on that basis. The parties acknowledge that the execution of this agreement results in donor’s knowing and voluntary conveyance of legal and equitable title, including all rights of physical possession, care, custody, and control, in the donated animal to ODR, INC., free and clear of any encumbrances, legal interests, or entitlements to the donated animal by any third party.

## **1.4 Ownership and exchange.**

The parties agree that as of the date of execution of this agreement ODR, INC. shall be the owner of the donated animal and shall have full and complete ownership rights in the donated animal. The parties agree that any monies informally characterized as a “donation” which may be exchanged between the parties are to be considered entirely gratuitous and do not constitute consideration for a sale, do not establish a specific value for the donated animal, and do not otherwise affect the rights established under this agreement in any respect. Donor agrees to inform all interested third parties of this exchange, including any county animal control department with whom the donated animal is currently licensed, or any veterinarian office or clinic with whom the donated animal or a microchip i.d. on the donated animal is currently registered or listed. By executing this agreement, donor expressly agrees to update such licenses or registrations to reflect ODR, INC.’s new ownership, to consent to ODR, INC.’s licensing or registering the donated animal in its name, and to ODR, INC.’s removal of donor’s name from any current license or registration.

## **1.5 Examination and condition of donated animal.**

Each party shall be deemed to have had a reasonable opportunity to examine the donated animal at the time of transfer, including by a licensed veterinarian, and, by executing this agreement, waives any right to dispute the terms, effect, or enforcement of the agreement based on any claim relating to the health, viability,

or any medical condition of the donated animal.

**1.6 No retention of rights**

The parties agree that donor shall not retain any rights in the donated animal, including any right to be informed or consulted as to decisions regarding care, ownership, treatment, disposition or further conveyance of the donated animal by donee. ODR, INC. shall not be restricted in use of the donated animal, regardless of donor’s instructions, advice, or prior conduct.

**1.7 Applicable law.**

This agreement, its application, and its interpretation, shall be governed exclusively by the laws of the State of Oregon. Any and all civil actions shall be brought in Multnomah County, Oregon, and the parties hereby consent to personal jurisdiction in that county. In the event of any court action, including arbitration, regarding this agreement or the donated animal, the prevailing party shall be entitled to all costs and reasonable attorneys fees related to enforcing obligations or rights arising under the agreement.

**1.8 Entire agreement.**

The two pages of this document represent the complete and exclusive agreement between the parties as to the donated animal, and supersede any and all previous agreements, oral or written, between the parties.

**CERTIFICATE**

**The undersigned state that they have carefully read this agreement in its entirety, that no promise, inducement, or agreement not herein expressed has been made to them, and that they voluntarily and knowingly accept its terms and provisions.**

**THIS DOCUMENT OPERATES AS A FORMAL RELEASE OF RIGHTS; READ CAREFULLY BEFORE SIGNING.**

FOR DONOR:

Donor’s signature \_\_\_\_\_ Date \_\_\_\_\_

Donor’s name (print) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ E-mail address \_\_\_\_\_

FOR ODR, INC.:

Signature of ODR, INC. authorized agent: \_\_\_\_\_ Date \_\_\_\_\_