



Canadian Society for the Andalusian Horse

Dedicated to the welfare of the Andalusian Horse in Canada
1594 Barkerville Highway, Quesnel, British Columbia, V2J 6T3
www.CanadianAndalusian.org - canadianandalusianhorse@gmail.com

HORSE DONATION AGREEMENT

THIS HORSE DONATION AGREEMENT (hereinafter referred to as the "Agreement") is made by and between _____ of

(hereinafter referred to as 'Donor') and the Canadian Society for the Andalusian Horse, 1594 Barkerville Highway, Quesnel, BC, V2J 6T3 (hereinafter referred to as 'CSAH').

This Agreement is based upon the following facts:

- A. *Donor is the sole owner of the horse described below and in the attached Appendix 1.*
- B. *Donor hereby desires to give to CSAH all of Donor's right, title and interest in and to the horse described below and in the attached Appendix 1.*
- C. *As a condition to accepting the horse described below, Donor hereby agrees to indemnify, defend and hold harmless, CSAH, its 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 CSAH, its Board of Directors, employees and agents, in connection with or arising out of:*
 - *a breach of any commitment 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 described below to CSAH involving any transactions, either directly or indirectly, relating to said 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 described below may have been involved, either directly or indirectly, prior to the date of transfer herein.*

HORSE TO BE DONATED (herein referred to as 'Horse'):

Name: _____ **DOB:** _____

Sex: _____ **Colour:** _____ **Markings:** _____

Registration#: _____ **Microchip#:** _____

GIFT OF HORSE

Donor agrees to donate, transfer, convey and assign all of Donor's right, title and interest in and to the Horse, and CSAH agrees to accept said Horse described above and in the attached Appendix 1 on the terms and conditions set forth herein. In consideration of the mutual guarantees in this

Initials
(Donor)

Initials
(CSAH)

Agreement, and for good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. REGISTRATION PAPERS

Donor hereby agrees to endorse and deliver to CSAH 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 CSAH's name or into the name of any subsequent transferee of the Horse as CSAH shall direct.

2. REPRESENTATION OF DONOR

Donor hereby represents and warrants to CSAH 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; and,
- d. Donor agrees not to perform any acts which would adversely affect or interfere with CSAH's activities with respect to the Horse.

3. RIGHT OF DEFENSE

Donor hereby agrees that CSAH's option to defend itself in any such matters arising under the Representation of Donor stated above, or that CSAH may maintain its own counsel, in which case Donor shall reimburse CSAH for such reasonable fees and costs.

4. NOTICE OF CLAIM

Should any claim be made in which CSAH is entitled to indemnification (a "claim"), CSAH shall, within twenty (20) days of receipt of such Claim, give written notice thereof to Donor.

5. 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 CSAH and Donor set forth by their respective signatures below. Each party may change such address by written notice as provided herein.

6. GOVERNING LAW

This Agreement and the rights of the parties hereunder shall be governed and construed in accordance with the laws of the Province of British Columbia.

7. 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 of the terms of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party

HORSE DONATION AGREEMENT CONT'D

reasonable attorney's fees and costs.

8. 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.

This Agreement constitutes 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.

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

Donor: _____
(signature)

CSAH : _____
(signature)

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Quesnel, British Columbia
V2J 6T3
250) 992-1168

Attachment: *Appendix 1*