

## LMMR Adoption Policy

1. LMMR may evaluate each applicant and make a determination as to suitability of Applicant as an owner of an LMMR Equine. The determination of whether an Applicant is suitable for adoption of a LMMR Equine is in the sole discretion of LMMR.
  - a. LMMR may consider the following criteria for determining suitability of an applicant. The list is non exhaustive and LMMR may consider other criteria in its sole discretion.
    - i. Animal ownership history
    - ii. Criminal history
    - iii. Financial ability to care for a LMMR Equine
    - iv. Equine experience
    - v. Property size/condition
2. Prohibitions: No LMMR Equine shall be used for commercial use without the prior written consent of LMMR. No LMMR Equine shall be used for breeding purposes; used for roping/rodeo or other cruel sports; or be leased or loaned for same.
3. Applicant shall keep the LMMR Equine on the Applicant's property listed in the Application. An LMMR Equine must not be moved to a new property without the prior written consent of LMMR.
4. Applicant shall be the primary caregiver for the LMMR Equine. Applicant shall not sell, trade or loan the LMMR Equine for any reason.
5. Applicant shall own at least one other animal from the equine family to provide companionship for the LMMR Equine. If the Applicant does not own another equine animal, LMMR may deny Applicant's application to adopt from LMMR unless Applicant agrees to adopt a second LMMR Equine.
6. Applicant shall provide LMMR Equine with year-round access to clean, unfrozen water.
7. An LMMR Equine shall be regularly groomed and hooves maintained.
8. LMMR Equines shall not be in a home with an uncastrated equine.
9. LMMR makes no guarantees that an LMMR Equine will be suitable amongst other types of livestock such as but not limited to goats, sheep, chickens, etc.
10. If LMMR deems an adoption to be unsuccessful at any time, the animal must be returned. If there is a conflict with another animal, the adopted Equine can be traded for another.
11. Applicant shall immediately return a LMMR Equine to LMMR if the Applicant is no longer capable of caring for a LMMR Equine for any reason.
12. LMMR must be notified before a decision to euthanize an adopted animal is made.
13. Upon the death of Applicant, the LMMR Equine shall be returned to LMMR.
14. Applicant is financially responsible for a LMMR Equine, including feed, farrier, dental and medical expenses.
15. Right of Reverter: An Applicant obtains ownership of a LMMR Equine upon adoption; however, LMMR retains the exclusive right of reverter, in its sole discretion, with regard to any LMMR Equine adopted by Applicant. LMMR may exercise said right of reverter in the following circumstances:
  - a. Significant change in the health of the animal. A significant deterioration in health shall be determined in the sole and absolute discretion of LMMR.
  - b. If Applicant cannot care for the animal or for any reason does not desire to care for the animal.
  - c. If Applicant attempts to sell, trade or loan the LMMR Equine for any reason.
  - d. If neglect or abuse of the LMMR Equine is suspected. Determination of neglect or abuse is in the sole and absolute discretion of LMMR.
16. LMMR Equine Adoption Disclaimers
  - a. The Applicant understands that the information provided regarding the LMMR Equine being adopted might have been received by third parties and that information may be educated estimates of unknown facts about the LMMR Equine; therefore LMMR does not warrant accuracy or correctness of such information.
  - b. The Applicant hereby indemnifies and saves harmless LMMR, their directors, employees and volunteers, from all losses, damages, costs, expenses, liability, claims, actions and judgements of any kind whatsoever, including without limitation, attorney's fees and litigation costs arising out of or caused by any damage or injury inflicted by the LMMR Equine once the adopter has taken possession.
  - c. The Applicant understands that upon taking possession of the LMMR Equine, he/she assumes all liability for said equine and any injury or damage, which may occur to or because of the LMMR Equine, and that LMMR is absolved of all liability.
  - d. The Applicant understands that there are laws in regard to equine ownership which vary by State, and agrees to comply with the laws of the State in which he/she resides.
  - e. The Applicant understands that LMMR Equines are Equines with unknown medical histories and, as such, may have been exposed to a variety of diseases, including diseases that may be transmitted from animals to humans. These diseases can have an incubation period of up to several weeks, that the LMMR Equine may show no signs of illness at the time of adoption. If an adopted LMMR Equine shows signs of illness, the Applicant is responsible for seeking veterinary care for the LMMR Equine and is also responsible for all medical expenses.
  - f. The Applicant understands that he/she will be responsible for all legal fees and/or court costs incurred by LMMR in an effort to enforce any portion of this contract.