

Wild Horse Foundation, Declaration of Gift and Indemnity Agreement

THIS DECLARATION OF GIFT AND INDEMNITY AGREEMENT (the "Agreement") dated as of _____, 20____, is made by and between Wild Horse Foundation, a Texas non-profit corporation and is based upon the following facts:

1. **Donor is the owner of that certain horse** described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Horse"). Horse Name if given: _____
2. **Donor hereby desires to give to WHF all of Donor's right, title and interest in and to the Horse.**
3. As a condition to accepting the Horse, WHF has requested that Donor indemnify it against actual losses WHF may suffer due to the initiation of legal proceedings brought against Donor and/or WHF arising from Donor's former ownership of the Horse. The WHF requires a one time fee of \$1000.00 for the Horse Donation per horse.

In consideration of the mutual promises set forth in this Agreement, and for good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto 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, WHF hereby accepts the Horse.
2. **Registration Papers:** Donor hereby agrees to endorse and/or deliver within five (5) days from the date hereof, any and all documents necessary and appropriate so that the registration papers for the Horse can be transferred into WHF's name or into the name of any subsequent transferee of the Horse, as WHF shall direct.
3. **Representation of Donor:** Donor hereby represents and warrants to WHF that:
 4. Donor owns full, exclusive and irrevocable right, title and interest in and to the Horse;
 5. that no liens encumber title to the Horse;

iii. that no other person, corporation, partnership or other entity has any right, title, claim or interest in, against or to the Horse; and

1. Donor agrees not to do any acts which would adversely affect or interfere with WHF's activities with respect to the Horse or otherwise.
2. **Indemnification:** Donor hereby agrees to indemnify, defend and hold harmless WHF, its owners, board of directors, employees and agents, from and against any and all losses, damages, deficiencies, claims, demands, suits, actions, liabilities, proceedings, judgments' and expenses (including reasonable attorneys' fees), and amounts paid or to be paid in settlement, reasonably incurred or suffered by WHF, its owners, board of directors, employees and agents, in connection with or arising out of:
 3. a breach of any agreement and/or representation of Donor contained in this Agreement;

4. 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 WHF involving any transactions, either directly or indirectly, relating to the Horse; or
- iii. 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 may have been involved, either directly or indirectly, prior to the date of transfer herein.
5. **Right of Defense:** Donor hereby agrees at WHF's option to defend WHF in any such matters arising under paragraph 4 above, or WHF may maintain its own counsel, in which case Donor shall reimburse WHF for such reasonable fees and costs.
6. **Notice of Claim:** Should any claim be made in which WHF is entitled to indemnification (a "Claim"), WHF 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 WHF 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 Texas.
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 with the terms of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorneys' 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 may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.
13. **Entire Agreement:** 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.

**Wild Horse Foundation, Inc,
a Texas non-profit corporation**

By: _____
Wild Horse Foundation
13140 State Hwy 7
P.O. Box 692
Franklin, Texas 77856

"DONOR" Please include form of Identification., i.e. TDL, passport.

_____ TDL # _____ State of Issue: _____

_____ Signature: _____

Witnesses

_____ Date: _____

_____ Date: _____

_____ Date: _____

EXHIBIT "A" (If more than 1 horse indicate here number of horses and types ____)

DESCRIPTION OF HORSE (s) (____ Horses) (____ Burros)(____ Mules) (other____)

Name: (if registered, include registered name) (BLM Freeze Brand Number)

Color: _____

Sex: Gelding Stud Mare Jack Jennie John (Circle one)

Face marking: _____

Leg Markings: lf _____ rf _____ lr _____ rr _____

Scars or other marking:

Please list here if there are more than 1 horse or by Coggins number, color or refer to coggins for description of each by sex, age, weight, color.

Make note here for number of horses donated.