

Southwest Llama Rescue, Inc.

AGREEMENT TO ADOPT LLAMAS

In consideration of the mutual promises by the parties hereto, which are expressly acknowledged as adequate by the parties, and in consideration of the adoption fee; if any, specified herein, Southwest Llama Rescue, Inc. and the adopter agree as follows:

TERMS AND CONDITIONS

A. General

1. As used herein, the term 'Southwest Llama Rescue, Inc.' includes any authorized agent or agents thereof. As used herein, the term 'lama' or 'lama or its cria' includes any cria of such lama adopted at the same time, the parent lama is adopted as well as any subsequently born cria of such lama.
2. Southwest Llama Rescue, Inc. using ordinary standards of care shall not be responsible for injury to or death of the lama(s) and any existing or subsequently born cria.
3. The adopter will hold harmless Southwest Llama Rescue, Inc. and its agents, in all respects and without limit from damages, loss, claims and injuries of any nature, to any person or property, including but not limited to lamas or future actions of the lamas or any existing or subsequently born cria relating to or arising from the performance of this agreement.
4. This agreement will be governed by the laws of the State of New Mexico.
5. This agreement represents the entire agreement between the Southwest Llama Rescue, Inc. and the adopter and supersedes all previous verbal and written agreements.
6. The parties agree that provision of safe, humane and medically appropriate food care and treatment are essential components of this agreement.

B. Conditions of adoption

1. The adopter agrees to adopt the lama(s) described in this agreement, and subject to the terms of this agreement for the adoption fee listed in this agreement. The adopter has 30 days from date of this agreement to cancel for a refund of adoption fee. Any expenses due to return are at the adopter's expense.
2. Southwest Llama Rescue reserves the right to inspect the adopter's facilities and to cancel this agreement if, in the sole discretion of the Southwest Llama Rescue, Inc. or its authorized agent the adopter's facilities to house or care for the lama(s) or conditions related to existing animals are unsatisfactory.
3. The adopter agrees to return the lama(s) to Southwest Llama Rescue, Inc. at the adopter's expense, if for any reason they cannot care for, or no longer want the lama(s), and further agrees to not sell, give away, transfer or dispose of the lama(s) in any other way.
4. The adopter will notify Southwest Llama Rescue, Inc. of the lama(s)'s death within 24 hours.
5. The adopter will allow an agent of Southwest Llama Rescue, Inc. to inspect the lama(s) periodically, and expressly gives permission to Southwest Llama Rescue, Inc. or its authorized agent to contact the llama's veterinarians, care

givers or others with information pertaining to such lama, and to obtain any related records.

6. **The adopter agrees to protect non-breeding females from exposure to intact males, and understands that failure to do so will result in the lama(s) and any cria(s) returning immediately to the possession of Southwest Llama Rescue, Inc..**
7. The adopter assumes responsibility for the actions and future actions of the adopted lama upon receipt of such lama.