SOUTHWEST LLAMA RESCUE, INC



Agreement to Surrender Llamas or Alpacas (lama(s))

In consideration of mutual promises by the parties hereto, which are acknowledged by the parties hereto, the parties agree as follows:

TERMS AND CONDITIONS

A. General

As used herein, the term "lama" is used to denote both llamas and alpacas as members of the genus "lama".

- 1. SOUTHWEST LLAMA RESCUE, INC., using ordinary standards of care, accepts no responsibility for injury to or death of the lama or its cria for the period of this agreement.
- 2. The SELLER/SURRENDERER will hold harmless SOUTHWEST LLAMA RESCUE, INC., and its property, including lamas and cria from damages, loss, claims and injuries to persons or property caused or arising from the performance of this agreement.
- 3. This agreement will be governed by the laws of the State of New Mexico.
- 4. This agreement represents the entire agreement between the SELLER/ SURRENDERER and SOUTHWEST LLAMA RESCUE, INC. and supersedes all previous verbal and written agreements.
- 5. 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 removed at the same time the parent lama is removed as well as any subsequently born cria of such lama.
- 6. It is the intent of the parties to empower SOUTHWEST Llama Rescue, Inc. to take possession of the lama or lamas specified in this agreement and to be vested thereafter with full and sole responsibility for such lama(s). The parties agree that provision of safe, humane and medically appropriate food, care and treatment are essential components of this agreement.

B. Conditions of sale

- 1. The SELLER/SURRENDERER agrees to sell/surrender and SOUTHWEST LLAMA RESCUE, INC. agrees to buy/take possession of the lama(s) described below.
- 2. The SELLER/SURRENDERER will furnish SOUTHWEST LLAMA RESCUE, INC. with the lama's records.
- 3. SOUTHWEST LLAMA RESCUE, INC. assumes full and sole responsibility for the health, life, anatomical make-up and appearance of the lama(s).
- 4. The SELLER/SURRENDERER gives permission for SOUTHWEST LLAMA RESCUE, INC. to contact the lama's veterinarians, previous owners and caretakers and gives consent to the release of all information pertaining to the lama.
- 5. The SELLER/SURRENDERER agrees to relinquish all rights to this lama and its cria and understands that the SELLER/SURRENDERER will have no responsibility for this lama(s)'s actions upon removal by the acting representative for SOUTHWEST LLAMA RESCUE, INC.
- 6. The SELLER/SURRENDERER understands that all future decisions regarding this lama(s) and its cria will be made solely by SOUTHWEST LLAMA RESCUE, INC.

version: 01/01/2020

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SURRENDER INFORMATION: Lamas that this contract covers: ≈ Please copy this table as applicable to provide information on each llama that is being surrendered ILR Reg# Name: Color: Reason for surrender: Sex: Age: **Recent vaccinations:** Canines: (Fighting Teeth) removed? Or blunted? **Additional Comments:**

version: 01/01/2020





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SURRENDERED BY:				
Name:	Phone:	E-Mail:	Address:	
Veterinarian & P	hone:			
SIGNATURES:				
SOUTHWEST Llama Rescue, Inc		Date		
Seller/Surrende	rer	Date		
Seller/Surrenderer – Co-owner		Date		

version: 01/01/2020