

CANTER MICHIGAN **CONDITIONAL LIFETIME BILL OF SALE** **DATE:** _____

HORSE REGISTERED NAME _____ **Jockey Club #** _____

Microchip # _____ **MARE** _____ **GELDING** _____ **YEAR FOALED** _____ **COLOR** _____

For and in consideration of \$ _____ Adoption Fee paid in the form of _____, CANTER hereby sells, assigns, transfers to:
_____ (name,address,email,phone) _____

1. GUARANTEE: CANTER offers no guarantee as to the soundness of the above named horse for any specific purpose except as stated herein. . However, Adopter may return the horse to CANTER at the location specified by CANTER within 30 days provided the horse (with Jockey Club papers) is returned in the same physical condition as when it left CANTER's ownership. At that time, buyer has the option of: 1. Receiving and applying FULL CREDIT for the price paid for the above horse towards another CANTER horse that is approved for their intended use. 2. Receiving a refund of ONE HALF of the purchase price above. If the above named horse is returned to CANTER at any time after 30 days, adopter agrees to pay \$100 administration fee to CANTER.

2. SPECIAL RESTRICTIONS for CANTER MARES. Breeding for racing purposes of foals is prohibited by this Bill of Sale and if violated, presentation of this Bill of Sale shall immediately disqualify the produce of this CANTER mare from racing without further Court Order. Therefore, owner agrees to not sell any produce of this mare for racing.

2a. ANY OTHER SPECIAL RESTRICTIONS MARES OR GELDINGS: _____

3. LOCATION: Adopter agrees not to move the horse from the stabling location approved in the Pre-purchase Approval Questionnaire without first obtaining a second approval of the premises for a period of six months from the date of this sale. After such time (if moved to any other location,) CANTER must be notified of changes in writing of the new stabling information and the veterinarian information within five (5) days . If Adopter fails to provide CANTER with the new location, at its discretion, CANTER may void this sale and any and all subsequent sales will be rendered void, the purchase money set forth above shall be forfeited, Jockey Club papers maybe reissued and the horse maybe removed by CANTER from any premises without court order.

4. MONITORING: Above named horse must maintain weight and condition as described by the Henneke Scoring System between Moderate (5) and Fleishy (7). Said horse must have free access to fresh water at all times, at minimum, a three sided shelter must be available for housing and/or protection, adequate fencing and a companion animal. Yearly vaccinations are required (Eastern/Western Encephalitis, Rhino, Tetanus, Rabies, West Niles and any other recommended by your veterinarian) are mandatory. Said horse must be kept on a regular de-worming program. Proper hoof care is required to be done as often as necessary to maintain sound hooves. Should a life threatening issue arise, named horse may only be humanely euthanized by a licensed veterinarian. Adopter gives CANTER and/or a CANTER veterinarian express permission to enter any premises where the horse will be stabled to monitor the horse. Failure to provide any of the following: proper training, food, water, shelter and/or veterinary care in accordance with CANTER standards of care shall void this sale, the purchase money shall be forfeited, Jockey Club papers shall be reissued to CANTER and the horse shall be removed and regain possession of the named horse by CANTER without court order. The adopter agrees that CANTER has the right to obtain all veterinary records directly from any veterinarian treating the horse and that execution of this form shall serve as a release to the applicable veterinarian, authorizing the delivery of veterinary records to CANTER.

Detailed description of said equine's physical condition and stable vices at the time of placement:

5. NEVER TO RACE: The above named horse shall never be entered to race for the remainder of its life and by virtue of this agreement, all Racing Secretaries are prohibited from entering this horse to race. Entry of this horse to race shall void this sale and any subsequent sales and ownership shall revert back to CANTER, Jockey Club papers shall be reissued and the horse shall be removed from any premises by CANTER, including any racetrack, without court order.

6. UPDATE FORM: Adopter agrees to inform CANTER of the horse's progress and condition on the sixth and twelfth month of both the first and second year of adoption. After two years, updates are not mandatory, but are encouraged.

7. RIGHT OF FIRST REFUSAL: If at any time the Adopter wishes to sell, lease, trade, give away or in any way change control of the above named horse, CANTER must be offered right of first refusal and be notified of such by email to cantermichigan@canterusa.org or by mail to **CANTER, 8619 Edgewood Park Drive, Commerce Township, Michigan 49382.** Adopter agrees to never sell this horse at an auction and doing so would be in violation of the right of first refusal. CANTER may purchase the horse back by matching the bona fide offer. CANTER has 30 days to respond from date of receipt of the mail or email notice.

Adopter further agrees to provide CANTER with proof of a bona fide offer including name, address and telephone of the intended new owner. CANTER has the right to approve any subsequent transfers of ownership. Adopter agrees to pay a \$1,500.00 donation to CANTER plus attorney fees and costs of rescue/rehabilitation if care and ownership transfer without such right of first refusal being offered to CANTER. Failure to notify CANTER of the transfer is grounds to void such sale and any subsequent sales at the discretion of CANTER, Jockey Club papers may be reissued, and the horse may be removed without court order.

8. NOTIFICATION OF TRANSFER: In the event CANTER is duly notified in Paragraph 7 above but does not exercise its right of first refusal, Adopter agrees to provide CANTER with the date the horse is moved, and again provide the full and complete information on the new owner or lessee or caretaker of this horse including name, address, and telephone and name, address and telephone of the stable where horse will be kept.

9. Adopter acknowledges that this is a LIFETIME CONDITIONAL BILL OF SALE and all requirements and restrictions contained herein remain in effect on this horse regardless of change of ownership at a later date. This Lifetime Conditional Bill of Sale shall at all times remain attached to the horse's Jockey Club Records when available or shall stand alone if not available.

10. In the event of any legal actions arising out of this transaction, the venue for such action shall be in the jurisdiction of the registered office of **CANTER, 8619 Edgewood Park Drive, Commerce Township, Michigan 48382.**

11. Adopter acknowledges that this horse needs an experienced rider and handler. Adopter also releases CANTER from any liability and agrees to hold harmless CANTER and any of its employees, agents, directors, or volunteers from any and all liability related to the horse, and injury or cause of action related to the horse. CANTER makes no representations or guarantees about the soundness, abilities, temperament or health of the horse from the time said horse is released to the adopter. Furthermore, adopter agrees to all conditions set forth on this agreement regarding the above aforementioned.

12. Adopter acknowledges that incorrect or inaccurate statements made by Adopter on the Pre-purchase Approval Questionnaire are grounds for voiding this sale and the purchase money may or may not be forfeited at CANTER's discretion.

CANTER recommends that any horse adopted should receive a pre-purchase examination by a licensed veterinary

I, _____, have read and accept the terms, conditions and above stated regulations
(Signature of Adopter)
that pertain to my acceptance and placement of the adopted horse.

Registered Name of Horse: _____ Jockey Club# _____ Microchip # _____

Placement Date: ____ / ____ / ____ 2021

CANTER Representative signature

ADOPTER signature

Jennifer Blades

CANTER representative PRINT name

ADOPTER PRINT NAME

313-938-9221

CANTER Rep Phone Number

EMAIL ADDRESS

MAILING ADDRESS

Questions:

CITY/STATE/ZIPCODE

EMAIL CANTER: cantermichigan@canterusa.org

ADOPTER PHONE NUMBER