

RISING STARR HORSE RESCUE CONDITIONAL BILL OF SALE AND ADOPTION AGREEMENT

This Conditional Bill of Sale and Adoption Agreement is made and entered into as of the last date listed below, by and between Rising Starr Horse Rescue Corp., a Connecticut not-for-profit corporation (hereinafter "RSHR") and the person signing below (hereinafter "Adopter")

For valuable consideration as hereinafter described, the parties agree as follows:

1. **Adopted Horse.** Adopter hereby adopts the horse identified in this Paragraph subject to all the terms and conditions of this Agreement. Horse: Name: _____, Tattoo or Registration Number: _____.Microchip _____.
2. **Adoption Fee.** Adopter shall pay RSHR a one-time "Adoption Fee" of \$ _____, which sum shall be due and payable upon execution of this Agreement by both parties hereto.
3. **Title, Liability and Risk of Loss.** Title, Risk of Loss and Liability with respect to the Adopted Horse shall pass to the Adopter upon receiving physical possession of the Adopted Horse at the premises of RSHR and upon accepting possession thereof, or through its transportation agent. Adopter does hereby indemnify and hold harmless RSHR with respect to all claims whatsoever related to the Adopted Horse, including, but not limited to, its reasonable attorneys fees incurred in connection with the response to or defense of, any such claim. Adopter shall be solely responsible for transportation and costs thereof for removal of the Adopted Horse from RSHRs premises and for obtaining a valid health certificate prior to such transport.
4. **Trial Period, Limited Right of Return.** Adopter shall be granted a period of ten(10) days following the receipt of physical possession of the Adopted Horse by the Adopter to determine suitability of the Adopted Horse ("Trial Period"). If the Adopted Horse is unsuitable to the Adopter for any reason the Adopter may return the Adopted Horse to RSHR as follows:
 - (i) Notice of the intent to return the Adopted Horse must be received in writing by RSHR within the Trial Period via the RETURN INTAKE FORM. See RSHR return Policy.
 - (ii) If Adopter elects to return the Adopted Horse, Adopter shall be solely responsible for arranging and paying for all transportation costs incurred for return of the Adopted Horse to RSHR.
 - (iii) The Adopted Horse must be returned in the same or better condition it was received, including but not limited to weight, condition, vaccination/deworming/shoeing status.
 - (iv) If Adopter complies with Section 4(i) through (iii), RSHR shall provide the Adopter with an Adoption Credit equal to the Adoption Fee paid, or adoption fee less \$300.00 processing fee will be returned. If Adopter returns the Adopted Horse but fails to comply with Section 4(1) through (iii), the Adoption Fee or Adoption Credit shall be forfeited by Adopter.
 - (v) RSHR will notify the Adopter once there is a space available for the Adopted Horse to be returned. Under no circumstances shall an Adopted Horse be dropped off without notice/prior approval of RSHR In order that RSHR may have a stall available.
5. **Boarding Agreement.** Prior to removal of the Adopted Horse from the RSHR premises, Adopter shall provide RSHR with a written document signed by an agent of the facility to which the Adopted Horse is being transported and will be boarded. The Boarding Agreement shall include the contact person, physical address and phone number of the boarding facility, a written acknowledgment that: (i) the boarding facility has been provided with a copy of this Agreement, (ii) agrees to be bound by all its terms and (iii) that any claim for board shall be subordinate to the rights of RSHR under this Agreement. RSHR Boarding Agreement must be returned prior to adoption.
6. **Reporting/Inspection Term of Agreement.** The parties hereby agree that the ("Probation Period") for purposes of Adopter Reports and Inspection, the inspection and reporting term shall be for a period of 24months from the date of execution of this Agreement. During the Probation Period of this Agreement Adopter agrees to provide:
 - A. **Update Reports.** At the conclusion of the third, sixth and twelfth month following the date of execution of this Agreement, or as requested by RSHR (and within seven (7) days of serious injury, illness or death of the Adopted Horse), Adopter shall provide a written update report to RSHR which shall include:
 - (i) A current body photograph of the Adopted Horse without blanket or tack taken within 15 days of submission; and
 - (ii) A narrative description of the Adopted Horse's progress and condition on the Update Report Form and any additional information requested by RSHR and
 - (iii) Complete information concerning any change in the boarding facility, horse location, Adopter address, email, phone number; or

(iv) In the event of serious injury, illness or death, a complete signed veterinary report.

B. Information/Inspections.

(i) Upon seven (7) days notice from RSHR Adopter shall provide copies of any veterinary records, receipts or reports concerning the Adopted Horse;

(ii) Adopter shall provide fourteen (14) days advance written notice to RSHR prior to relocating the Adopted Horse;

(iii) Adopter expressly authorizes RSHR representatives to inspect the Adopted Horse at any time, at any location, including but not limited to, any private stable location.

7. **Prohibited Acts/Sale of Horse.** Adopter expressly agrees that the Adopted Horse shall not be placed in training as a racehorse, entered into a race, be offered for sale at public auction, be sold directly or indirectly for the purpose of slaughter, or be used as a means of transportation on any public roadway. Adopter shall NOT have the right to sell the Adopted Horse to a third party except under these conditions:

(i) It is beyond the 24 Month Probationary Period set forth above and all Updates (details in Section 6) have been submitted and confirmed received by RSHR.

(ii) Written Notice of a proposed sale is immediately provided to RSHR which contains the terms and conditions of a bona-fide third party offer ("Offer") and RSHR shall have the right, but not the obligation, to purchase the Horse at the same price as the Offer ("Right of First Refusal") and RSHR shall arrange transportation to an RSHR facility.

(iii) RSHR upon receiving the above notice declines its Right of First Refusal.

(iv) RSHR MUST be provided with a copy of the fully executed written Adopter Bill of Sale attached hereto as Exhibit B.

8. **Standard of Care.** In caring for the Adopted Horse, Adopter shall exercise the degree of care, at a minimum, as set forth in the standards adopted by the Humane Society of the US. http://www.humanesociety.org/animals/horses/tips/horse_care_guidelines.html?referrer=https://www.google.com/ shall include customary farrier, worming, vaccination and nutrition sufficient to maintain the Adopted Horse at a minimum score of 4 on the Henneke Scale <http://www.habitatforhorses.org/the-henneke-body-condition-scoring-system/>.

9. **Limited Option of RSHR to Void Adoption Agreement.** It is expressly agreed that RSHR shall have the right, which is hereby granted, to give written notice to Adopter of the voiding of this Agreement, for any reason, whereupon all right title and interest in the Adopted Horse shall immediately revert to RSHR which may immediately retake possession of the Adopted Horse without further legal action and without further legal recourse by Adopter and with no refund of any Adoption Fee. Adopter further expressly agrees that RSHR shall be entitled to immediate injunctive relief in order to enforce the terms of this paragraph by virtue of there being no other adequate legal remedy for such enforcement. In the event of the exercise by RSHR of its rights under this paragraph, Adopter shall be obligated to pay all costs incurred by RSHR in enforcing this paragraph, including, but not limited to, its reasonable attorneys fees.

(i) RSHR may, in its sole discretion, conduct random and unannounced visits to inspect the Adopted Horse and its environment.

(ii) If RSHR in its sole discretion determines that Adopter is not in compliance with this Agreement or that the Adopted Horse is in an unsatisfactory condition or environment, RSHR shall have the right, but not the obligation, to (i) terminate this Agreement; (ii) terminate all interest and rights of possession that Adopter or its assignees may have in the Adopted Horse; and (iii) take possession of the Adopted Horse as provided in 9(iii) below.

(iii) If RSHR reclaims possession of the Adopted Horse, the following shall apply; (i) no court order shall be required for RSHR to enter upon the facility in which the Adopted Horse is kept and to reclaim possession of the Adopted Horse; (ii) Adopter agrees to indemnify, release and hold harmless RSHR from any and all liability or claims associated with any expenses (including, without limitation; board, veterinary fees, farrier charges, transportation fees) related to possession of the Adopted Horse up to the date that the Adopted Horse is returned to RSHR. (iii) Adopter further agrees to indemnify, hold harmless and release RSHR from any and all liability or claims associated with RSHR's exercising its rights to reclaim the Adopted Horse.(iv) Adopter shall not be entitled to the return of the Adoption Fee.

10. **Warranties and Disclaimers.** RSHR hereby warrants and represents that it is the owner of the Adopted Horse and has full right and title thereto for purposes of entering into the terms of this Agreement. Adopter warrants and represents that all information contained in the Adoption Application is true, correct and complete. RSHR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ADOPTED HORSE, OR ANY OTHER EVENT, COVENANT, CONDITION OR OCCURRENCE, INCLUDING WITHOUT LIMITATION, THE TEMPERMENT OR SUITABILITY OF THE ADOPTED HORSE FOR RIDING, ALL OF SUCH WARRANTIES BEING SPECIFICALLY DISCLAIMED. ADOPTER THEREFORE ACCEPTS THE ADOPTED HORSE ON AN "AS IS" AND "WITH ALL FAULTS" BASIS. ADOPTER ACKNOWLEDGES THAT RSHR MADE NO ORAL REPRESENTATIONS OR WARRANTIES.

11. **Penalty.** Should Adopter default or breach the terms of this Agreement, Adopter shall be obligated to pay \$5,000 to RSHR in damages.

12. **Choice of Law, Venue and Warning.** This Agreement shall be governed and construed according to the laws of the Commonwealth of Connecticut and venue for any action brought to enforce its terms shall be vested in the Fairfield County Courts.. to the jurisdiction and venue of which Court both parties hereby consent. This Agreement shall be binding upon the parties, their respective heirs, successors and assigns. The waiver of any provision hereof by RSHR on any one occasion shall not effect a waiver of any provision hereof or of any provision of any other agreement to which RSHR is a party. This Agreement is the entire Agreement and may be modified only in writing and this Agreement may be executed in counterparts, by fax, original or electronic signatures.

WARNING

UNDER CONNECTICUT LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OF INJURY OR PARTICIPATION IN FARM ANIMAL ACTIVITIES. THERE ARE INHERENT RISKS OF INJURY THAT YOU VOLUNTARILY ACCEPT IF YOU PARTICIPATE IN FARM ANIMAL ACTIVITIES.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date below written:

RISING STARR HORSE RESCUE“RSHR”

BY: _____

DATE: _____

ITS: _____

“ADOPTER”

BY: _____

DATE: _____

PRINT NAME: _____

Address _____

Phone _____ Email _____

“ADOPTED HORSE “

REGISTERED NAME: _____ TATTOO/ REG#: _____ MICROCHIP# _____

The Adoption Agreement must be filled out, and mailed or emailed to RSHR.
RISING STARR HORSE RESCUE, CORP.
39 PICKETTS RIDGE RD
REDDING, CT 06896
203-257-8345
WWW.RISINGSTARRHORSE RESCUE.ORG
RISINGSTARR100@GMAIL.COM

Exhibit A



Boarding Agreement

We are glad that you are willing to board one of our RSHR horses at your facility. Please answer the below questions. When you are finished reading over the information, please sign, print and date at the bottom to verify that the information is correct and promptly return to us.

Facility Name: _____

Address: _____

City / State / Zip: _____

Owner / Manager Name: _____

Contact Phone Number: _____

Adopter Name: _____

Adopted Horse Name: _____

Stall Size: _____ **Pasture Size:** _____

Type / Height & # of Strands / Rails of Fencing: _____

Number of Horses in Turnout With the Adopted Horse: _____

The adopted horse that will be kept as the facility will need:

For Standardbred /Grade Horse 6-8 lbs of 12% feed along with ¼-1/2 of a bale of hay / day.

For Thoroughbred 10-12 lbs of a 12% feed along with ¼-1/2 of a bale of hay / day.

If the horse is getting over or under weight only then can their feed be adjusted. For the next year, if the horse is mistreated or under fed, the horse will need to be returned to RSHR. This is all verified in the Adoption Contract that the Adopter signed. If at any time the Adopter fails to pay board in a timely manner, please contact RSHR. We will pick the horse up . If you ever have any questions or concerns about the adopted horse, please contact us.

By signing this form, you are stating that the information above is correct and that you agree with it and that you have been provided with a copy of the RSHR Adoption Contract and agree to abide by its terms and conditions.

Signature _____ of _____ facility _____ Owner _____ / _____ Manager: _____

Print

Name: _____ Date: _____

Signature of RSHR Representative: _____

Signature of Adopter: _____

Print Name: _____

Date: _____

Please return to: Rising Starr Horse Rescue 39 Picketts Ridge Rd, Redding, CT 06896

RISINGSTARR100@gmail.com

203.257.8345



Adoption Application

All persons interested in adopting a horse from Rising Starr Horse Rescue are required to complete the application in full. Once completed please mail, fax, or email the application to above.

****All adopters must be 21 or older and financially and physically able to provide the proper care to the adopted horse. If under 21, please include 'parent information' to the personal and financial sections.****

There is a processing fee of \$30

We Accept payment by check __, paypal _____ Risingstarr100@GMAIL.COM

**** Your application will only be processed after payment is received.****

Personal Info

1. Full Name

1a. Full Name (if Rider is under 21 yrs old)

2. Rider's Age

3. Rider's Height and weight?

Contact Info

4. Complete Home Address

5. Home Phone Number

6. Work Phone Number

7. Cell Phone Number

8. E-mail Address

Financial Info

9. Where do you work?

10. What is your occupation?

11. Do you work full-time, part-time, or are you self-employed?

12. If self-employed, please describe your profession.

13. What is your household's total annual income?

Under 35K / 35K - 45K / 46K- 60K / 61K-75K / 76K- 100K / 100K & Up

14. Will there be anyone helping you pay for the care of the horse? If yes, please explain.

15. How much do you estimate it will cost per year to own your adopted horse? Please explain.

Horse Experience and History

16. What is your experience with horses?

17. Have you owned a horse before? When was the last time you owned a horse?

Yes No

18. Do you currently own a horse? If so, how many and list the breed of each horse.

Yes No

19. What style of riding/driving do you practice? How many years?

20. What breeds have you handled and ridden?

21. Do you have experience with training green horses? If yes, please explain.

22. Have you ever trained an "off the track" Thoroughbred or Standardbred? Did you receive help from a professional trainer or did you do it on your own? Please specify.

Yes No

21. Have you ever sold a horse? If yes, please explain.

22. Are you still in contact with the person(s) you sold the horse to?

23. Are you considering a mare for breeding purposes?

Yes No

24. If yes, what is your experience with breeding and foaling?

25. How many mares have you bred and foaled?

You and Your Potential Adoption Horse

26. Why do you want to adopt a horse?
27. Do you prefer a certain breed?
28. What qualities would you like to have in a horse? (i.e. age, color, sex, size, temperament)
29. What style and level of riding do you wish to achieve?
30. What riding discipline is your primary focus?
31. Are you willing to change your discipline goals to suit your adopted horse's needs?
- Yes No
32. How often do you want to ride/drive your horse?
- Daily -- 4-6 Times Weekly -- 2-3 Times Weekly -- Weekends Only -- 1-2 Times Monthly -- Seldom
33. How would you rate your riding ability?
- Beginner Novice Intermediate Advanced
34. Do you have a trainer? If yes, please provide his/her name and contact information.
35. Does your trainer have experience working with adopted horses? How many years?
36. Will there be anyone else riding the horse? If yes, explain their experience.
37. What would be your overall goal for the horse?
38. If you have an unforeseen life event (i.e. loss of job, divorce, illness, pregnancy) what would your plan be for your adopted horse?
39. When would you like to adopt?
40. Are you interested in a specific horse?

Boarding or Private Facility Info

41. Please provide the name, address, and phone number of the boarding facility or private farm where the horse will stay.
42. Who owns the facility?
43. Do you live at the facility?
Yes No
44. Do you currently board at this facility, or have you in the past? Please specify.
Yes No
45. Will the manager/ owner of the stable be willing to sign our "Boarding Agreement"? This form states that they will contact New Vocations about late board payment or improper horse care.
Yes No
46. If you DO NOT live at the facility, what is the monthly board fee? What does it cover?
47. If you DO live at the facility, what do you anticipate paying a month to care for the horse?
48. How many horses are currently at the facility?
49. Will the horse have a stall or run-in? What are the exact dimensions?
Stall Run-In
50. How many total stalls are in the barn?
51. If your horse will have a stall, how many hours per day do you plan to have him/her stalled?
52. How often & how many hours per day will your horse be turned out?
53. Who will be responsible for turning out your horse?
54. Does the facility have pasture/paddock turnouts? If yes, how many total acres?
55. What type of fencing surrounds the pastures/paddocks? Explain in detail (type of material, # of rails/strands, height)
56. How many other horses will the horse be turned out with? Are mares and geldings kept separate or mixed?

Care & Feeding Info

57. How many times per day will your adopted horse be fed? Please explain.
58. Who will be responsible for feeding the horse?
59. Where will the horse be fed (i.e. stall or pasture)?
60. If fed in the pasture, how will you assure the horse is receiving the proper and required amount of feed?
61. What type of grain and hay will the horse be fed?
62. Based on your experience, how much grain and hay per day do you think the horse will need?
63. Will your horse have access to grass pasture?
64. How often will you de-worm your adopted horse?
65. What annual vaccinations will your horse receive? Please list.
66. What is your planned farrier schedule?

Reference Info

67. Please provide the name and contact info for the vet that has been to the facility where the horse will be kept?
****The vet office must have you or your boarding facility down as a current client. Please specify who the current client is.**** Name:
Address:
Phone:
Fax:
Please list who the client is (you, facility or both):
68. What is the name and phone number for your farrier?
69. Provide the name and number of two NON- FAMILY references that are experienced with horses and are aware of your horse experience and have been to the facility. Please provide phone numbers.
- 1.
 - 2.

70. How did you hear about our program? Please specify.

Adoption Contract Info

71. Have you read the "Adoption Contract" and agree to the terms and rules governing adoptions from RSHR?

Yes No

72. Do you understand that our adoption agreement is a TWO YEAR commitment? (Adopters may NOT sell the adopted horse during that THAT TIME. If the adopter cannot or does not wish to continue to care for the adopted horse during that first year, RSHR Must be notified and the program will help find a solution, whether arrangements are made to transfer the adoption to another adopter approved by RSHR, the horse is placed on the RSHR website page, or returned to the program.)

Yes No

73. Do you understand and agree to submit both written and visual updates on the adopted horse at 3 months, 6 months, and 12 months 18, AND 24 MONTHS? (All updates must include the horse's location, feeding info, how and what the horse has been doing, and clear, good quality full body photo(s) without tack or blanket.)

Yes No

74. Do you understand that once all these updates have been submitted, the adopter is legally allowed to sell the adopted horse after the two-year commitment only on the condition that RSHR is given the prospective new owner's full contact information prior to the sale?

Yes No

75. Do you understand and agree that the adopted horse is NEVER, under any circumstances, to be sold at any auction, to a horse dealer.

Yes No

76. Have you read RSHR Return Policy? Please note that it **can take 4 to 8 weeks** for a horse to be returned to the program. Returns are taken in as space is available.

Yes No

BY SIGNING OR TYPING YOUR FULL NAME BELOW, YOU CERTIFY THAT ALL OF THE INFORMATION THAT YOU HAVE PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT TO THE BEST OF YOUR KNOWLEDGE.