



CONDITIONAL BILL OF SALE AND ADOPTION AGREEMENT

This Conditional Bill of Sale and Adoption Agreement (the "Agreement") is made and entered into between Horses' Haven, a Michigan non-profit corporation (hereinafter "HH") and the Adopter identified in this Agreement (hereinafter "Adopter"), as of the last date HH or Adopter (collectively the "Parties") signs this Agreement, as set forth at the end of this Agreement.

The parties hereby acknowledge the exchange of valuable consideration, which includes but is not necessarily limited to payment of the Adoption Fee described below to HH by the Adopter, and the transfer of possession of the Adopted Animal identified below to the Adopter by HH. For said consideration, the Parties Agree as follows:

1. **Adopted Animal.** The Adopted Animal is identified and described as follows:

Name: _____ Sex: _____

Age¹: _____ Breed²: _____

Color: _____ Markings: _____

Reg # (if applicable and known): _____
(note that original versions of registration papers may not be transferred).

¹ It is disclosed by HH and acknowledged and understood by Adopter that the Adopted Animal's age and breed, as listed here, may be an estimate based on dental evaluation (age) or good faith hypothesis based on subjective horse sense (breed) or may be presented in reliance on representation(s) of the Adopted Animal's age or breed to HH by a third party and, while offered by HH in good faith, may not be an accurate statement of the Adopted Animal's age or breed.

² See fn. 1.

2. **Adoption Fee.** Adopter shall pay HH a one-time “Adoption Fee” of \$ _____, which sum is due and payable upon execution of this agreement by the Parties. This Adoption Fee is not refundable, even if the Adopted Animal is returned to Horses’ Haven. If the Adoption Fee is paid by check, and the check is returned for insufficient funds or is not honored by the bank for any other reason, Adopter is responsible for making other financial arrangements to ensure the adoption fee is paid in full to HH, along with any and all bank fees incurred by HH as a result of the check not being honored, within seven (7) days. If the Adoption Fee is not paid in full to Horses’ Haven in compliance with the terms of this Agreement, the Adopted Animal must be returned to HH at Adopter’s expense.

3. **Adopter.** This is an individual with the following name and contact information:

Name: _____

Address: _____

City: _____, State: _____ Zip: _____

Main Phone: _____ Secondary Phone: _____

E-mail address: _____

4. **No Express or Implied Warranty.** Adopter accepts the Adopted Animal “as is” with no warranty, express or implied, including but not limited to any warranty of health, condition, or fitness for any particular purpose. HH MAKES NO SUCH WARRANTIES, EXPRESS OR IMPLIED REGARDING THE ADOPTED ANIMAL, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ALL

SUCH WARRANTIES BEING SPECIFICALLY DISCLAIMED. ADOPTER ACKNOWLEDGES THAT HH HAS MADE NO ORAL OR WRITTEN WARRANTIES OR REPRESENTATIONS COUNTER TO THE STATEMENTS IN THIS PARAGRAPH. Adopter acknowledges that they have had the opportunity and option to have a licensed veterinarian of their choosing, retained by them at their expense, perform a pre-purchase examination (“PPE”) of the Adopted Animal. Adopter has either chosen not to have a PPE performed or have had it performed and have decided to enter into this Agreement knowing the results of the PPE. Adopter acknowledges that they have not relied on any representation or warranty made by HH, except as to the non-exhaustive statement of the Adopted Animals’ Limitations stated in this Agreement.

5. **Adopted Animal’s Limitations.** Adopter understands that Adopted Animal has at least the following limitations, and agrees that they will not use the Adopted Animal in any manner that violates or infringes upon these limits:

Adopter is informed by HH, and acknowledges, that the limitations listed here are not exclusive and do not preclude the existence or future existence of other problems, conditions, or limitations.

6. **Records.**

A. Provision of records by HH: Upon complete execution of this Agreement or within a reasonable time thereafter, HH will provide Adopter with copies of the Adopted Animal's veterinary records, dental records, and current Coggins Test results to the extent that HH is in possession of such records and has permission or authority to release them to Adopter. HH does not attest to, or warranty, the accuracy or completeness of these records. HH will also provide information on Adopted Animal's current feeding, farrier, veterinary and medical care. If available and if HH has permission or authority to do so, HH will provide a copy of the Adopted Animal's registration papers.

B. Provision of records by Adopter: Upon request by HH during the Adoption Interest Period pursuant, and upon return of the Adopted Animal to HH if that should occur for any reason or at any time whatsoever, Adopter shall provide HH with copies of the Adopted Animal's veterinary records, dental records, and current Coggins Test results and will provide HH information on the Adopted Animal's then most recent or current feeding, farrier, veterinary and medical care. If Adopter is not in possession of, or is not able to obtain, such records and information, Adopter agrees to provide verbal or written authorization, as requested by HH and/or required by any veterinarians, farriers, chiropractors, dentists, boarding facility owners or managers, etc. to release all such records and information to HH.

7. **Liability, Risk of Loss, Adopter's Agreement to Indemnify HH and Hold**

HH Harmless: Risk of loss and liability with respect to the Adopted Animal pass to the Adopter upon Adopter, or Adopter's agent(s), upon Adopter or Adopter's agent(s) or designee(s) receiving physical possession of the Adopted Animal, either at HH's premises or upon delivery of the Adopted Animal to Adopter or to Adopter's agent(s) or designee(s). Adopter hereby agrees to and does indemnify HH, its Board of Directors, Employees, Agents, Heirs and Assigns (the "Indemnified Persons"), and hold all Indemnified Persons Harmless with respect to any and all claims whatsoever related to the Adopted Animal, with such indemnification and holding harmless explicitly including, but not limited to, any and all attorney fees incurred by the Indemnified Persons in connection with the response to or defense of any such claim. Adopter is solely responsible for transportation of the Adopted Animal from HH's premises if it is not agreed between the Parties that HH will be delivering the Adopted Animal.

If the Parties Agree that HH will deliver the Adopted Animal to the Adopter or the Adopter's agent(s) or designee(s), Adopter hereby explicitly waives any and all claims against the Indemnified Persons that may arise in the course of or as a result of said delivery or attempt at such delivery.

8. **Title to the Adopted Animal.** For the first 364 days following the full execution of this Agreement (the "Adoption Interest Period"), Adopter shall have an Adoption Interest in the Adopted Animal but title to and ownership of the Adopted Animal shall remain with HH. This means that, during the Adoption Interest Period, Adopter will have exclusive use and possession of the Adopted

Animal, subject to the terms of this Agreement, but will not have title or ownership rights to the Adopted Animal including, but not limited to, the right to sell or transfer the Adopted Animal in any fashion, for any reason, except to return it to the possession of HH. Beginning on the 365th day following the full execution of this Agreement, provided HH has not determined and provided notice to the Adopter pursuant to this Agreement that HH wishes to rescind the Adoption and the Adopter has not determined and provided notice to HH pursuant to this Agreement that they wish to relinquish the Adopted Animal for return to HH, Adopter's interest in the Adopted Animal shall convert to a full ownership interest. At that time, the Adopter shall have full title to the Adopted Animal and all rights and interests in the Adopted Animal that any owner of a horse would have, subject to the terms of this Agreement.

9. Location where the Adopted Animal will live during the Adoption

Interest Period. During the Adoption Interest Period, the Adopted Animal will live at the following location:

A. Adopter's home, at address provided above: _____ (if the Adopted Animal will live and be stabled at the Adopter's home address as given above, please place an "X" here).

B. Boarding Stable:

Stable Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Stable Owner's Name: _____

Stable Owner's Phone Number: _____

Stable Owner's E-mail Address: _____

10. **HH's Right to Inspect and to Records During the Adoption Interest**

Period. During the Adoption Interest Period, Adopter agrees to all of the following with regard to HH's access to and ability to communicate freely with the owner(s) and manager(s) of any property where the Adopted Animal lives / is stabled, and to obtain records regarding the Adopted Animal:

- A. Adopter consents to entry of HH, its employees, representatives, Board members, agents, and volunteers onto any property where the Adopted Animal is located, with or without notice, for the purposes of inspecting or reclaiming the Adopted Animal.
- B. Adopter agrees to allow HH, through its employees, representatives, Board members, agents, and volunteers, to conduct ongoing inspections of the Adopted Animal and of the property where the Adopted Animal lives or is stabled.
- C. Adopter agrees to provide a copy of this Agreement to the Owner(s) and Manager(s) of any property or boarding facility where the Adopted Animal lives or is stabled, and to provide consent for HH, through its employees, representatives, Board members, agents, and volunteers, to inspect the Adopted Animal or the premises where it is or will be kept, living or stabled, and to reclaim the Adopted Animal pursuant to this Agreement.
- D. If the Adopter determines that they will or wish to relocate the Adopted Animal to a new property with a different address during the Adoption

Interest Period, Adopter must notify Horses' Haven of plans to so relocate the Adopted Animal, in writing, and barring emergency, no less than 14 days before said relocation is to occur, so that Horses' Haven may inspect and determine whether it will approve the future proposed home for the Adopted Animal before the Animal is relocated.

- E. Adopter's refusal, or the refusal of the Owner(s) or Manager(s) of any property or boarding facility where the Adopted Animal lives or is stabled (who shall be deemed the agents of the Adopter for purposes of this provision), to fully cooperate with or allow HH's inspection of the Adopted Animal or the premises where it is or will be kept, living or stabled, or reclaiming of the Adopted Animal, to proceed in accordance with this Agreement constitutes a material breach of this Agreement.
- F. Upon request by HH, Adopter agrees to provide verbal or written authorization, as requested by HH and/or required by any veterinarians, farriers, chiropractors, dentists, boarding facility owners or managers, etc. to release all records and information regarding the care, treatment, and condition of the Adopted Animal to HH.

11. Adopter's Rights to Sell or Transfer of the Adopted Animal.

- A. *During the Adoption Interest Period:* Adopter shall have no right to sell or transfer the Adopted Animal during the Adoption Interest Period.
- B. *Certain Sales or Transfers Forbidden At Any Time:* Adopter agrees that at no time whatsoever shall the Adopted Animal be sold or transferred by the Adopter:

- at public auction, or to a broker or other person who sells horses at public auction;
- directly or indirectly for the purpose of slaughter;
- to be used as a means of transportation on any public highway;
- to be ridden by the public either in exchange for money or as part of a tourist or recreation attraction (for example, at a riding stable open to the public that offers horseback rides), for racing or for carriage services;
- to be used for agricultural labor;
- for breeding;

C. Sales and Transfers After Expiration of the Adoption Interest Period:

Subject to the limitations stated above, after the Adoption Interest Period has expired the Adopter may sell or transfer the Adopted Animal only subject to the following conditions:

- i. Adopter shall immediately, and no less than 30 days before consummation of the proposed sale or transfer, provide written notice HH, which shall contain *at least* the following information:
 - The name, address, and all contact information for the proposed purchaser or transferee of the Adopted Animal;
 - The terms of any bona fide offer to purchase, including, but not limited to, the price and payment terms;
- ii. HH shall have the right, but not the obligation, to purchase the Adopted Animal from the Adopter at the same price as the bona fide offer or to request return of the Adopted Animal to HH in lieu of transfer to the third party (“Right of First Refusal”) and, if HH exercises such right, HH will arrange transport of the Adopted Animal back to HH.
- iii. If, upon receiving the above-indicated notice, HH declines its Right of First Refusal, the Adopter’s proposed sale or transfer to a third party may proceed immediately and without waiting the full 30 days after providing the notice. Any declination of HH’s Right of First Refusal must be in writing to be valid.

- iv. If Adopter sells or transfers the Adopted Animal in violation of this Agreement, Adopter shall pay HH \$3,000.00 or the Sales Price of the Adopted Animal, whichever is greater, within 10 days of notice to Adopter by HH.

12. **Caring for the Adopted Animal.** By signing this Agreement, Adopter accepts full responsibility for caring for the Adopted Animal in a manner designed to continue and carry forward HH's commitment to providing a safe and loving home for the Adopted Animal. Adopter hereby acknowledges that HH has, through its agent(s) during the adoption consideration process, explained in detail to Adopter what this manner of care entails. Adopter agrees that if they ever have questions in this regard, they will contact their licensed veterinarian of choice or HH for guidance, as applicable.

13. **Voluntary Return of Adopted Animal to HH.** Adopter is permitted to return the Adopted Animal to HH for any reason. Adopter, however, understands that, as HH is running a busy rescue and sanctuary operation that is usually at or near capacity, Adopter will make best efforts to inform HH about Adopter's need or desire to return the Adopted Animal as soon as possible as such need or desire arises and will undertake their best efforts to cooperate in keeping the Adopted Animal in their care for a reasonable period while HH makes arrangements to re-take possession of the Adopted Animal. In all cases, Adopter agrees to continue to provide care for the Adopted Animal in accordance with this Agreement until HH can re-take possession of the Adopted Animal.

14. **Breach.** In addition to other remedies provided to HH under Michigan Law in event of Breach of this Agreement by Adopter, if Adopter defaults upon or

breaches any of the terms of this Agreement, HH may remove the Adopted Animal from Adopter's possession. In its sole discretion, HH may offer the Adopter an opportunity to cure breaches of this Agreement. If there is an ongoing dispute, controversy or claim between HH arising out of, or related to, this Agreement, HH has the right, in its sole discretion, to retake and keep possession of the Adopted Animal until all disputes have resolved. Adopter shall bear the costs, fees, and expenses, including but not limited to all legal and attorney fees and costs, borne by HH as a result, or in response to, any breach by Adopter.

15. **Choice of Law, Jurisdiction and Venue.** This Agreement, all related documents, and any disputes regarding or relating to it or them, shall be governed and construed by the laws of the State of Michigan, without regard to conflicts of laws provisions to the extent that such provisions would require or permit the application of the laws of any jurisdiction other than those of the State of Michigan. HH and Adopter hereby agree and consent that the venue for any action brought regarding or relating to this Agreement shall be vested in the Courts of the State of Michigan sitting in Michigan's Livingston County.

16. **Entire Agreement / Modification Must Be In Writing / Execution in Counterparts.** This Agreement is the entire Agreement and understanding between HH and Adopter, and it supersedes all previous oral or written agreements between HH and Adopter. This Agreement may be modified or amended only in a subsequent writing executed by both HH and Adopter.

Execution of this Agreement and any subsequent modifications or amendments to it may be affected in counterparts, by fax, original, or electronic signatures.

17. **Waiver**. HH's non-enforcement of a provision of this Agreement on one or more occasions does not constitute a continuing waiver of HH's right to enforce the provision, and no breach by Adopter is waived by HH unless done so in a writing signed by HH.

18. **Written Notice**. Where this Agreement calls for written notice, such notice includes notice via e-mail. Physical and e-mail addresses for notice to each party are those stated on this Agreement.

HH's addresses and contact information are:

Horses' Haven
P.O. Box 166
Howell, MI 48844
horseshavenmi@gmail.com
(517) 548-4880

If Adopter's address(es) or any other item of their contact information changes during the Adoption Interest Period, they will notify HH of this in writing within 7 days. If, after the end of the Adoption Interest Period, Adopter seeks to sell or transfer the Adopted Animal and Adopter's contact information has changed since execution of this Agreement, in the Written Notice to HH provided for in provision 11.C., above, Adopter shall include all of their updated contact information.

(Signatures on following page)

Signatures

In witness hereof, and in full understanding of the terms of this Agreement, the parties have executed this agreement as of the date last written below:

HORSES' HAVEN

BY (signature): _____ Date: _____

PRINT NAME: _____

ITS (title of authorized Agent): _____

ADOPTER:

BY (signature): _____ Date: _____

PRINT NAME: _____