



Racehorse Reimagined /This Old Horse

Conditional Bill of Sale and Adoption Agreement

With respect to the horse described below, This Old Horse, Inc. agrees to transfer ownership and physical custody of this Horse to the Adopter. In return, Adopter agrees to accept care and custody of the horse and assume all expenses with respect to the horse, subject to the terms and conditions set forth in this Agreement. This agreement applies to the named Horse and Adopter.

Adopter *

First Name

Last Name

Date *



Date

Address

Street Address

Street Address Line 2

City

State / Province

Postal / Zip Code

Phone Number

Area Code

Phone Number

Email

example@example.com

Name of Horse

Registered name (if applicable)

Year foaled

Approximate year if unknown

Breed (if known)

Gender

Description

Identifying markings, tattoos, microchip, registration information, etc.

RACEHORSE REIMAGINED 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 This Old Horse/Racehorse Reimagined (TOH/RR), a Minnesota not-for-profit corporation 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 document subject to all the terms and conditions of this agreement.
2. **Adoption Donation.** Adopter agrees to make a one time "Adoption Donation" 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 TOH/RR and upon accepting possession thereof, or through its transportation agent.

Adopter does hereby indemnify and hold harmless TOH/RR with respect to all claims whatsoever related to the Adopted Horse, including, but not limited to, its reasonable attorney fees incurred 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 TOH/RR premises and for obtaining a valid health certificate prior to such transport.

4. Trial Period, Limited Right of Return. If the Adopted Horse is unsuitable to the Adopter for any reason the Adopter may return the Adopted Horse to TOH/RR as follows:

(i) Notice of the intent to return the Adopted Horse must be received in writing by Racehorse Reimagined within the Trial Period. Notices go to ismiley@thisoldhorse.org

(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 TOH/RR.

(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) TOH/RR will notify the Adopter once there is space available for the Adopted Horse to be returned. Under no circumstances shall an Adopted Horse be dropped off without notice/prior approval in order that TOH/RR may have space available.

5. 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 24 months 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 day of execution of this Agreement, or as requested by TOH/RR and within seven (7) days of serious injury, illness or death of the Adopted Horse, Adopter shall provide a written update to TOH/RR 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 Adopter Horse's progress and condition and any additional information requested by TOH/RR; and

(iii) Complete information concerning any change in the boarding facility, horse location, Adopter address, email, phone number; or

(iv) In the event of series injury, illness or death, a complete veterinarian report.

B. Information/Inspections.

(i) Upon seven (7) days' notice from TOH/RR, 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 TOH/RR prior to relocating the Adopted Horse;

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

6. 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 Probationary Period set forth above and all Updates (details in Section 6) have been submitted and confirmed received by TOH/RR.

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

(iii) TOH/RR upon receiving the above notice declines its Right of First Refusal.

(iv) TOH/RR MUST be provided with a copy of the fully executed written Adopter Bill

of Sale attached hereto as Exhibit B.

7. 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 Thoroughbred Aftercare Alliance (which are hereby incorporated herein by reference) and available here www.thoroughbredaftercare.org/code-of-standards/ and 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/>.

8. Limited Option of TOH/RR to Void Adoption Agreement. It is expressly agreed that TOH/RR shall have the right, which is hereby granted to give 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 TOH/RR 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 Donation. Adopter further expressly agrees that TOH/RR 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 TOH/RR of its rights under this paragraph, Adopter shall be obligated to pay all costs incurred by TOH/RR in enforcing this paragraph, including, but not limited to, its reasonable attorney fees.

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

(ii) If TOH/RR 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, TOH/RR 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 TOH/RR reclaims possession of the Adopted Horse, the following shall apply; (i) no court order shall be required for TOH/RR 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 TOH/RR 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 TOH/RR. (iii) Adopter further agrees to indemnify, hold harmless and release TOH/RR from any and all liability and claims associated with TOH/RR's exercising its right to reclaim the Adopted Horse. (iv) Adopter

shall not be entitled to the return of the Adoption Donation.

9. Warranties and Disclaimers. TOH/RR 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. TOH/RR 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 OCCURENCE, 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 TOH/RR MADE NO ORAL REPRESENTATIONS OR WARRANTIES.

10. Penalty. Should Adopter default or breach the terms of this Agreement, Adopter is obligated to pay \$5000.00 to TOH/RR in damages within 10 days of notification to Adopter of the breach or default. If Adopter sells the Adopted Horse in violation of this Agreement, Adopter shall pay TOH/RR \$5000.00 or the Sales Price of the Adopted Horse, whichever is greater, within 10 days of notice to Adopter by TOH/RR and may be immediately placed on the "Do Not Adopt" list for TOH/RR and TOH/RR shall notify all adoption agencies including Thoroughbred Aftercare Alliance of such breach.

11. Choice of Law, Venue and Waiver. This agreement shall be governed and confirmed according to the laws of the State of Minnesota and venue for any action brought to enforce its terms shall be vested in the First Circuit Court, Hastings, Minnesota. 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 TOH/RR on any one occasion shall not affect a waiver of any provision hereof or of any provision of any other agreement to which TOH/RR 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 MINNESOTA LAW, A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL OR OTHER PERSON DOES NOT HAVE THE DUTY TO ELIMINATE ALL RISKS OR 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 above.

Agreement addendum notes (not required).

The adopter agrees (check each box): *

- ☐ To abide by the terms in the conditional bill of sale and adoption agreement
- ☐ To contact This Old Horse if circumstances change and the adopter can no longer properly care for this horse
- ☐ To permit a member of the Placement Team to conduct periodic onsite visits and to request and receive periodic updates
- ☐ That a copy of the conditional bill of sale and adoption agreement has been provided
- ☐ Any individual or organization in possession of the equine as of the date of the agreement and any time thereafter is bound to not sell the equine at auction for slaughter or allow the equine to be sold, transferred, released, or otherwise placed into possession of any person or organization that will cause or allow the equine to be sold at auction for slaughter.

Signature

[Clear](#)

Submit

