

## Horse Adoption Agreement and Conditional Bill of Sale

<b>Thoroughbred Retirement of Tampa, Inc.</b>		<b>Adopter</b>	
 <p>Thoroughbred Retirement of Tampa, Inc. A Florida not-for-profit and 501(c)(3) organization PO Box 1621 Oldsmar FL 34677-1621</p>		Name	
		Address	
		City, State & Zip	
		Phone	
		Fax	
		Email	
		Driver's License No.	
Date of Birth			
<b>Adopted Horse</b>		<b>Boarding Facility</b>	
Registered Name		Name of Facility	
Barn Name		Contact Person	
Breed		Address	
Color		City, State & Zip	
Sex		Phone	
Birth Date		Fax	
Registration		Email	
<b>Thoroughbred Retirement of Tampa, Inc. ("TROT") and Adopter enter into this Adoption Agreement and Conditional Bill of Sale ("Agreement") and hereby agrees as follows:</b>			
a. Adopter shall pay TROT a fee (the "Adoption Fee") in the amount of \$ ( ).			
b. Adopter acknowledges that the Adoption Fee is not the true value of the Adopted Horse, and that a part of the consideration of this transaction is Adopter's providing humane conditions for the Adopted Horse in accordance with the charitable purposes of TROT and pursuant to the "Additional Terms and Conditions" that follow the signatures to this Agreement.			
c. In consideration of the Adoption Fee and Adopter's agreement to abide by the conditions of this Agreement, TROT shall relinquish possession of the Adopted Horse to the Adopter and Adopter shall accept the care, custody and control of the Adopted Horse subject to the terms of this Agreement, which includes a "Trial Period" of sixty (60) days as provided in Section 5; a "Probationary Period" as provided in Section 6; and a "Right of First Refusal" as provided in Section 7.			
<b>Signatures</b>			
Thoroughbred Retirement of Tampa, Inc. (TROT) A Florida not-for-profit corporation and registered 501(c)(3)		Adopter	
By: _____		By: _____	
Print Name: _____		Print Name: _____	
Date: _____		Date: _____	
<b>Additional Terms and Conditions</b>			
<p><b>1. Amount Due in the Event of Violation of Agreement.</b> If Adopter fails to comply with any terms of this Agreement, Adopter agrees to pay TROT an additional \$1,500.00, plus all attorneys' fees and all costs of legal action, including litigation that TROT may incur to enforce the terms of this Agreement. Adopter acknowledges that the additional \$1,500.00 and costs are reasonable and just compensation to TROT in the event of Adopter's breach of contract under the circumstances of this transaction and in view of TROT's charitable purposes to provide for the humane care of horses. The compensation established is for a harm that is incapable or very difficult of accurate of estimation at the time of the signing of this Agreement. In the event of Adopter's non-compliance with any term of this Agreement, the \$1,500.00 and costs shall be due whether or not TROT exercises its option to repossess the Adopted Horse pursuant to Section 11 below.</p>			
<p><b>2. Liability and Risk of Loss.</b> Upon Adopter taking possession of the Adopted Horse, the Adopter shall assume the risk of loss and liability of the Adopted Horse and Adopter agrees to indemnify and release TROT from any and all liability or claims associated with Adopter's possession of the Adopted Horse. Possession for this purpose shall be when the Adopted Horse is loaded on the trailer that shall transport the Adopted Horse from its current location to the Boarding Facility.</p>			
<p><b>3. Boarding Facility.</b> Adopter agrees that the Adopted Horse will reside at the facility listed above. If the facility is not owned by the Adopter, the Adopter shall provide TROT with a written memorandum (the "Facility Agreement") from the Boarding Facility and any subsequent facility in advance of moving the Adopted Horse to the facility with the following: (a) the name, contact person, address, phone number of the facility; (b) acknowledgment that the facility is aware of this Agreement and its conditions including (i) that any claim or lien that the facility may have by agreement or operation of law is subordinate to the rights and interests of TROT including the right to repossess the Adopted Horse; (ii) that TROT has rights to inspect and repossess the Adopted Horse; and (iii) that the Adopter is able to provide the care and conditions for the Adopted Horse as required by this Agreement. If Adopter fails to</p>			

provide the Facility Agreement to TROT, Adopter agrees that any boarding facility having possession of the Adopted Horse shall accept a copy of this Agreement as evidence of the Adopter's express authority for TROT to inspect and repossess the Adopted Horse.

**4. Transportation of Adopted Horse.** Adopter shall arrange and pay for the transportation of the Adopted Horse, to include transporting the Adopted Horse from its current location to the Boarding Facility, for the return of the Adopted Horse to TROT (except as provided in Section (7.d)), and for any other transportation while the Adopted Horse is in the Adopter's care and custody.

**5. Trial Period.** For a period of sixty (60) days following TROT's signing of this Agreement ("Trial Period"), if the Adopted Horse is unsuitable to the Adopter for any reason, the Adopter may return the Adopted Horse to TROT as follows:

- a) Notice of intent to return the Adopted Horse must be received in writing by TROT within the Trial Period.
- b) The Adopted Horse must be returned to TROT within seven (7) days of TROT notifying Adopter that a stall is open at TROT's facility.
- c) If Adopter elects to return the Adopted Horse, Adopter shall arrange and pay for transporting the horse to TROT.
- d) The Adopted Horse shall be returned in the condition it was received.
- e) If registered in the name of the Adopter, Adopter shall provide the properly executed assignment documentation to TROT at the time of delivery of the Adopted Horse.
- f) If Adopter complies with Section 5(a) through (d), TROT shall return the Adoption Fee to Adopter within fourteen (14) days of the Adopter delivering the Adopted Horse to TROT.
- g) If Adopter returns the Adopted Horse but fails to comply with Section 5(a) through (d), the Adoption Fee shall not be returned.
- h) During the Adopted Horse's life and outside the Trial Period, it may be returned to TROT for any reason at the Adopter's/Owner's expense as long as there is available space at the TROT facility.

**6. Probationary Period.** For a period of twelve (12) months following TROT's signing of this Agreement (the "Probationary Period"), TROT will retain an irrevocable and equitable ownership interest of the Adopted Horse and the following shall apply:

- a) TROT may, at its sole discretion, conduct random and unannounced visits to inspect the Adopted Horse and its environment.
- b) If TROT, 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, TROT 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 Section (6) (c) below.
- c) If TROT reclaims possession of the Adopted Horse as provided in Section (6)(b) above, or Section 11, below, the following shall apply: (i) No court order shall be required for TROT 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 and release TROT from any and all liability or claims associated with any expenses (including by way of illustration, board, veterinary fees, farrier charges, transportation feeds) related to possession of the Adopted Horse up to the date that the Adopted Horse is returned to TROT. (iii) Adopter further agrees to indemnify and release TROT from any and all liability or claims associated with TROT's exercising its rights to reclaim the Adopted Horse.; (iv) Adopter shall not be entitled to return of the Adoption fee.

**7. Right of First Refusal.** If, within twenty-four (24) months of TROT signing this Agreement, the Adopter wishes to sell, lease, trade, give away or in any way change control of the Adopted Horse, TROT shall be offered a right of first refusal and the following terms shall apply:

- a) Adopter will notify TROT in writing of (i) Adopter's intent; and (ii) provide TROT with proof of a bona fide offer, including name, address, and telephone number of prospective buyer.
- b) TROT shall have the option to purchase the Adopted Horse back for the amount of the lesser of (i) the Adoption Fee; or (ii) any bona fide offer.
- c) TROT shall have thirty (30) days following receipt of notice to provide written notice to Adopter of its intent to exercise the option, or the option shall be presumed to be waived.
- d) TROT shall provide and pay for the transportation of the Adopted Horse if TROT exercises its option to purchase as provided herein.
- e) If TROT waives its right of first refusal and approves transfer to another party, Adopter agrees to bind that party to all of the conditions and agreements set forth in this Agreement.

**8. Reporting/Inspections.**

- a) Adopter shall provide a written "Status Report" to TROT in the third, sixth and twelfth months of the term of this Agreement, provided however, in the event of serious injury or death, a Status Report shall be given to TROT within seven (7) days of such event.
- b) The Status Report shall contain the following:
  - i. Current body shot photograph of the Adopted Horse.
  - ii. Narrative of the Adopted Horse's progress and condition.
  - iii. Current boarding facility information, including contact, facility name, address, phone, facsimile and email.
  - iv. In the event of death, a veterinary's statement as to the cause of death.
- c) After the three Status Reports required by Section 8(a) are received, additional Status Reports are not mandatory, but are highly encouraged.
- d) For the initial twelve (12) months following this agreement:

- i. Adopter shall provide to TROT (within seven [7] days of TROT's request) copies of any veterinary records, reports or receipts for care to the Adopted Horse.
  - ii. Adopter shall give written notice at least fourteen (14) days in advance of moving the Adopted Horse.
  - iii. Adopter agrees and gives express permission to any TROT's staff or representatives to have the right to conduct random and unannounced visits to inspect the Adopted Horse.
- e) As provided in Section 3, Adopter shall notify any facility of this Agreement and provide TROT with the Facility Agreement. However, the failure to provide the Facility Agreement shall not impede TROT's rights of inspection and repossession and Adopter agrees that any boarding facility having possession of the Adopted Horse shall accept a copy of this Agreement as evidence of the Adopter's express authority for TROT to inspect and repossess the Adopted Horse.
- f) Time is of the essence for the Adopter to provide the reports and there is no grace period.

**9. Care of the Adopted Horse.** Adopter shall provide and pay for the proper training and care for the Adopted Horse including:

- a) Not commencing transitional training until the Adopted Horse has been residing at its new facility for one week. If the Adopted Horse is recovering from an injury, Adopter will commence training only after veterinarian consent.
- b) Proper training, food, water, shelter and/or care in accordance with TROT's standards including: (i) a stall that is no less than 12' by 10'; (ii) 3-sided building that is 150 square feet per horse kept in the paddock or barn, and (iii) pasture of at least one acre per large animal with at least 4' tall visible, non-barbed wire fencing. Adopter acknowledges that generally a retired racehorse needs 2% - 3% of its body weight in feed a day. That amounts to 20-30 lbs of hay and grain combined, for the average 1,000 lb horse. Depending on the hay quality, most Thoroughbreds will require 8-12 lbs of grain or concentrate feed a day.
- c) Vaccinating the Adopted Horse yearly and maintaining a current Coggins according to applicable state laws or regulations.
- d) De-worming the Adopted Horse at least every 12 weeks.
- e) Providing TROT access to all veterinary care documents of the Adopted Horse upon TROT's request. Further, Adopter agrees that a copy of this Agreement is authorization for any veterinarian to release veterinary records and billing for the care of the Adopted Horse to TROT, and hereby authorizes and directs any veterinary to release information about the Adopted Horse to TROT
- f) Providing proper hoof care, with trimming approximately every six (6) to eight (8) weeks.
- g) Having teeth floated annually or "as needed".
- h) Proper veterinary care upon illness or injury to the Adopted Horse.

**10. Racing, Auction or Slaughter Prohibited**

- a) The Adopted Horse shall never be raced or sold in an auction under any circumstances.
- b) The Adopted Horse shall never be sold for or sent to slaughter, or sold to any individual with the intent of sending or selling the Adopted Horse for slaughter, or otherwise transported or transferred for the purpose of slaughter.
- c) ENTRY OF THE ADOPTED HORSE TO RACE SHALL VOID THIS SALE AND ANY SUBSEQUENT SALES, AND OWNERSHIP AND ALL RIGHTS OF POSSESSION SHALL IMMEDIATELY REVERT BACK TO TROT.
- d) The Adopted Horse may be removed from any premises by TROT, including from any racetrack, without court order.
- e) Adopter authorizes TROT to present a copy of this Agreement or other notice of this Agreement to any Racing Secretary and the Racing Secretaries are authorized and directed to bar the Adopted Horse from entering any race.

**11. Repossession of Adopted Horse**

- a) A material violation of this Agreement is grounds for TROT to void this Agreement at TROT's sole discretion, and upon that election, ownership of the Adopted Horse shall immediately revert back to TROT, and the Adopted Horse may be removed from any premises by TROT and the provisions of Section 6(c) shall apply relative to such repossession.
- b) TROT shall give notice of its intent to exercise the option to repossess the horse within six (6) months of the date that any report is due or inspection denied.
- c) It is agreed and understood by the Adopter that the following shall be deemed material violations of this Agreement, by way of illustration and not by limitation:
  - i. Failure to comply with Section 7, above, giving TROT the appropriate notice and time to exercise its right of first refusal.
  - ii. Failure to comply with Section 8, above, providing required reports and permitting inspections.
  - iii. Failure to comply with Section 9, above, providing for the proper care of the Adopted Horse.
  - iv. Failure to comply with Section 10, above, auctioning or racing the Adopted Horse.
- d) The Adopter shall remain responsible for the damages referred to in Section 1, even if TROT exercises its right to repossess the Adopted Horse.

**12. Condition and Temperament of the Adopted Horse**

- a) The Adopter accepts the Adopted Horse in its current condition "as is" and in its current location "where is".
- b) TROT makes no representation as to the Adopted Horse's behavior or temperament and does not warrant or guarantee the condition, soundness, temperament, or training of the Adopted Horse.
- c) The Adopter acknowledges that the Adopted Horse is likely a former racehorse, and may have recently finished a racing career.
- d) The Adopter understands and acknowledges that being in the presence of horses and any and all activities involving horses are inherently dangerous.
- e) TROT disclaims liability for any implied warranties, including implied warranties of "merchantability" and "fitness" for a specific purpose.

**13. Assumption of the Risk of Equine Activity.** Under Florida law, an equine sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. The Adopter acknowledges that the Adopter has been notified and hereby assumes all of the risks inherent in equine activity, including, but not limited to, any of the following:

- a) The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- b) The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
- c) Hazards, including, but not limited to, surface or subsurface conditions;
- d) A collision with another equine, another animal, a person, or an object;
- e) The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.

The provisions of this paragraph shall survive the termination of this agreement.

**14. Miscellaneous**

- a) All terms, conditions and obligations described within this Adoption Agreement shall be interpreted and governed by Florida law.
- b) If any dispute arises regarding the performance of this Agreement, the parties expressly agree that only those courts located within Hillsborough County, Florida will have jurisdiction to determine such disputes, and each party hereby consents to such jurisdiction.
- c) The parties hereby waive any right to trial by jury in matters arising out of this Agreement. TROT AND ADOPTER HEREBY SPECIFICALLY ACKNOWLEDGE THE AFORESAID RIGHT TO JURY TRIAL.
- d) The individual signing on behalf of each of the parties hereby represents that said individual has the authority to sign on behalf of and bind the respective party.
- e) For purposes of this Agreement, and except as otherwise set forth in this Agreement, this Agreement shall be binding upon, and inure to the benefit of, TROT and the Adopter, and the parties respective representatives, successors and permitted assigns. For purposes of this Agreement, and except as otherwise set forth in this Agreement, TROT shall include, without limitation, the individual signing on behalf of TROT and TROT's employees, agents, representatives, owners, successors and permitted assigns.
- f) Adopter shall make all of its representatives, successors or assigns aware of the terms of this Agreement and shall agree to be bound by the terms of this Agreement. Adopter shall be responsible for any breach of this Agreement by any of its representatives, successors or assigns.
- g) This Agreement supersedes and replaces any prior agreements between TROT and Adopter.
- h) This Agreement may only be modified by written instrument executed by both parties.
- i) This Agreement may not be assigned by Adopter without the prior written consent of TROT, which TROT may withhold in its sole discretion.
- j) This Agreement contains the entire agreement of the parties and any prior or concurrent and written or oral understandings are deemed merged into this Agreement. There are no promises, agreements, representations or warranties other than those contained herein or expressly incorporated by reference.
- k) No delay, failure or waiver of either party's express or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. The remedies set forth in this Agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies.
- l) If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired hereby.
- m) Adopter specifically acknowledges that this Agreement is a CONDITIONAL LIFETIME BILL OF SALE, and all requirements and restrictions contained herein, including but not limited to TROT to regain ownership, care, custody and control of the Adopted Horse, shall remain in effect regardless of change or purported changes in ownership or possession of the Adopted Horse at a later date.
- n) Adopter agrees that this Agreement shall at all times remain attached to the Adopted Horse's registration papers when available, or shall stand alone on its merits if such registration papers are not available.
- o) Signatures to this instrument in counterparts are acceptable.
- p) A copy, facsimile or electronic signature or affirmation by Email or other internet communication shall be binding and enforceable.