



Second Wind Thoroughbred Project
2775 NW 49th Ave, Suite 205-227, Ocala, FL 34482
Email: secondwindtproject@yahoo.com Phone: 910-986-8725 or 352-250-2874

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 Second Wind Thoroughbred Project, a Florida not-for-profit corporation (hereinafter "SWTP") 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: _____.
2. **Adoption Fee.** Adopter shall pay SWTP 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 the Adopter upon receiving physical possession of the Adopted Horse at the premises of SWTP and upon accepting possession thereof, or through its transportation agent, Adopter does hereby indemnify and hold harmless SWTP with respect to all claims whatsoever related to the Adopted Horse, including, but not limited to, its reasonable attorneys fees incurred in connection with any such claim. Adopter shall be solely responsible for transportation and costs thereof for removal of the Adopted Horse from SWTP's premises and for obtaining a valid health Certificate prior to such transport.
4. **Facility Agreement.** Prior to removal of the Adopted Horse from the SWTP premises, Adopter shall provide SWTP with a written document signed by an agent of the facility to which the Adopted Horse is being transported and will be boarded ("Facility Agreement") The Facility Agreement shall include the contact person, physical address and phone number of the boarding facility, a written acknowledgement that the boarding facility has been provided with a copy of this Agreement, agrees to be bound by all its terms and that any claim for board shall be subordinate to the rights of SWTP under this Agreement.
5. **Trial Period, Limited Right of Return.** In the event the Adopted Horse shall be determined by Adopter to be unsuitable to Adopter within sixty (60) days following the receipt of physical possession of the Adopted Horse, Adopter shall have the right to offer SWTP the return of the horse in exchange for a credit equal to the Adoption Fee. Provided, however, that SWTP shall be entitled to retake possession of the Adopted Horse without granting a credit to Adopter in the event the Adopted Horse's physical condition has changed while in the possession of Adopter. Following the expiration of the trial period, SWTP may, at its election accept return of the Adopted Horse without a credit or assist in the placement of the Adopted Horse, upon request of Adopter. Adopter shall be solely responsible for all transportation costs incurred for return of the Adopted Horse to SWTP.
6. **Reporting/Inspection Term of Agreement.** The parties hereby agree that the term of this Agreement for purposes of Adopter reports and Inspection shall be 12 months. During the Reporting/Inspection Term of this Agreement:
 - A. **Update Reports.** At the conclusion of the third, sixth and twelfth month following the date of this Agreement (and within seven (7) days of serious injury, illness or death of the Adopted Horse), Adopter shall provide a written update report to SWTP which shall include:
 - (i) A current body photograph of the Adopted Horse without blanket or tack;

- (ii) A narrative description of the Adopted Horse's progress and condition;
- (iii) Complete information concerning any change in the boarding facility;
- (iv) In the event of serious injury, illness or death, a complete veterinary report.

B. Information/Inspections.

- (i) Upon seven (7) days notice from SWTP, Adopter shall provide copies of any veterinary records, receipts or reports concerning the Adopted Horse;
- (ii) Adopter shall provide fourteen (14) days written notice to SWTP prior to relocating the Adopted Horse;
- (iii) Adopter expressly authorizes SWTP representatives to inspect the Adopted Horse at any time, at any location, including but not limited to, any private stable location.

7. **Prohibited Acts.** Adopter expressly agrees that the Adopted Horse shall not be placed in training as a racehorse, entered in a race, offered for sale at public auction, sold directly or indirectly for the purpose of slaughter or used as a means of transportation on any public roadway.

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 Thoroughbred Aftercare Alliance (which are hereby incorporated herein by reference) 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.

9. **Sale of Adopted Horse.** Adopter shall have the right to sell the Adopted Horse to a third party 12 months after the date of this Agreement provided that all Update Reports have been provided to SWTP. Provided, however, that in either event Adopter shall give prior written notice of such sale to SWTP, including the name, address, telephone number and email of the purchaser, and provided further, that SWTP is provided with a copy of the fully executed written Bill of Sale for such sale in the precise form attached hereto as Exhibit "A".

10. **Limited Option of SWTP to Void Adoption Agreement.** It is expressly agreed that SWTP shall have the right, which is hereby granted, to give written notice to Adopter of the voiding of this Agreement, whereupon all right title and interest in the Adopted Horse shall immediately revert to SWTP which may immediately retake possession of the Adopted Horse without further legal action and without further legal recourse by Adopter. The right of SWTP herein granted shall be limited to circumstances in which the terms of any of Paragraphs 6, 7 or 8 of this Agreement have been violated. Adopter further expressly agrees that SWTP 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 SWTP of its rights under this Paragraph, Adopter shall be obligated to pay all costs incurred by SWTP in enforcing this Paragraph, including, but not limited to, its reasonable attorneys fees.

11. **Warranties and Disclaimers.** SWTP hereby warrants and represents that it is the owner of the Adopted Horse and has full 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. SWTP 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.

11. **Choice of Law, Venue and Warning.** This Agreement shall be governed and construed according to the laws of the state of Florida and venue for any action brought to enforce its terms shall be vested in the Marion Circuit Court, Ocala, Florida, 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 SWTP on any one occasion shall not effect a waiver of any provision hereof or of any provision of any other agreement to which SWTP is a party. This Agreement may be modified only in writing and this Agreement may be executed in counterparts, by fax, original or electronic signatures.

UNDER FLORIDA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO, OR DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITES. FLA.STAT.SECTION 773.05 (1993)

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

SECOND WIND THOROUGHBRED PROJECT "SWTP"

BY: _____ DATE: _____

PRINT NAME: _____

"ADOPTER"

BY: _____ DATE: _____

PRINT NAME: _____

Address _____

Phone _____ Email _____

"ADOPTED HORSE "

REGISTERED NAME: _____ TATTOO: _____