



CONDITIONAL LIFETIME ADOPTION AGREEMENT

PLACEMENT DATE: _____ ADOPTED HORSE'S REGISTERED NAME: _____

JC REGISTRATION #: _____ MICROCHIP #: _____

SEX: Mare/Filly _____ Gelding _____ FOAL DATE: _____ COLOR: _____

Payment Method: Cash _____ Check: CANTER Michigan _____ PayPal: donations@canterusa.org (add 4% service fee) _____

For and in consideration of \$ _____ Adoption Fee, CANTER hereby sells, assigns, transfers the above-named horse to:

(Print Full Adopter Name and Mailing Address)

1. **GUARANTEE**: CANTER makes no representations or guarantees about the soundness, abilities, temperament or health of the Adopted Horse from the time said Adopted Horse is released to the Adopter except as stated herein. Furthermore, Adopter agrees to all conditions set forth on this Agreement regarding the above aforementioned. However, Adopter may return the Adopted Horse to CANTER at the location specified by CANTER within 30 days provided the Adopted Horse is returned in the same physical condition as when it left CANTER's ownership. At that time, Adopter has the option of: 1) receiving and applying FULL CREDIT for the price paid for the above Adopted Horse towards another CANTER Adopted Horse that is approved for their intended use or 2) receiving a refund of ONE HALF of the purchase price above. **CANTER recommends that any Adopted Horse receives a pre-purchase examination by a licensed veterinarian.**

Adopter: Initial here to waive the pre-purchase examination: _____

Description of said equine's physical condition, known previous injuries, and stable vices at the time of placement:

2. **LIMITED RIGHT OF RETURN**: If the Adopted Horse is returned to CANTER at any time after 30 days, Adopter agrees to pay a \$100 administration fee to CANTER. Adopter agrees that the adoption fee is non-refundable and CANTER does not have any obligation to exchange or trade Adopted Horses free of charge. CANTER agrees to help place the Adopted Horse if he or she does not suit the Adopter's needs or the Adopter can no longer properly care for the Adopted Horse, and CANTER may take the Adopted Horse back into the CANTER Adoption Program if able.
3. **SPECIAL RESTRICTIONS FOR CANTER MARES**: Breeding for racing purposes of foals is prohibited by this Adoption Agreement and if violated, presentation of this Adoption Agreement shall immediately disqualify the produce of this CANTER mare from racing without further Court Order. Adopter agrees to not sell any produce of this mare for racing.

3a. Any other special restrictions: _____

4. **STANDARD OF CARE**: Adopter agrees to provide the Adopted Horse with a good home and proper treatment and care, including safe and adequate shelter and turnout space, food, water and medical care in compliance with all federal, state and local laws and regulations related to the care of the Adopted Horse. Care shall include regular hoof care (e.g., trimming/shoeing), worming, dental care, vaccinations and nutrition sufficient to maintain the Adopted Horse at a minimum score of 4 on the Henneke Scale (<https://www.habitatforhorses.org/the-henneke-body-condition-scoring-system/>). Should a life-threatening issue arise, the Adopted Horse may only be humanely euthanized by a licensed veterinarian. Adopter acknowledges that CANTER has authority to investigate any reports of alleged abuse or neglect of Adopted Horse by Adopter at any time, including but not limited to a site visit. Adopter agrees to cooperate fully and provide all requested information, including but not limited to photos, videos, vet reports and in-person visits to the Adopted Horse's current location by CANTER staff (or an appointed representative) and/or a licensed veterinarian/experienced equine professional. If it is determined that the Adopted Horse is suffering from abuse or neglect, the Adopter relinquishes all rights to the Adopted Horse and CANTER shall have the right to repossess the Adopted Horse without court order and ownership of the Adopted Horse shall transfer from Adopter to CANTER.

5. **NEVER TO RACE:** The Adopted Horse shall never be entered to race for the remainder of its life and by virtue of this Agreement, all Racing Secretaries are prohibited from entering the Adopted Horse to race. Entry of the Adopted Horse to race shall void this sale and any subsequent sales and ownership shall revert back to CANTER, with Jockey Club papers reissued and the Adopted Horse removed from any premises by CANTER, including any racetrack, without court order.
6. **UPDATES AND LOCATION:** Adopter agrees to inform CANTER of the Adopted Horse's progress and condition on the sixth, twelfth, eighteenth and twenty-fourth months of adoption, including current full-body conformation photos. After two years, updates are not mandatory, but are encouraged. If the Adopted Horse is moved from the stabling location approved in the CANTER Adoption Approval Form, CANTER must be notified in writing within 5 days via email at cantermichigan@canterusa.org or by mail to CANTER, 8619 Edgewood Park Drive, Commerce Township, Michigan 48382. CANTER may also contact the Adopter for updates and the Adopter agrees to send photos when requested to do so by CANTER. Adopter acknowledges and hereby consents that such photos may be used in public awareness, fundraising or advertising material for CANTER or our grant funders.
7. **RIGHT OF FIRST REFUSAL:** If at any time the Adopter wishes to sell, lease, trade, give away or in any way change control of the Adopted Horse, CANTER must be offered right of first refusal and be notified of such by email to cantermichigan@canterusa.org or by mail to CANTER, 8619 Edgewood Park Drive, Commerce Township, Michigan 48382. **Adopter agrees to never sell this Adopted Horse at an auction or to a dealer** and doing so would be in violation of the right of first refusal. CANTER may purchase the Adopted Horse back by matching the bona fide offer. CANTER has 30 days to respond from date of receipt of the email or mail notice. Adopter further agrees to provide CANTER with proof of a bona fide offer including name, address and telephone of the intended new owner.
8. **NOTIFICATION OF CHANGE IN OWNERSHIP:** In the event CANTER is duly notified in Paragraph 7 above, but does not exercise its right of first refusal, Adopter agrees to provide CANTER with notice of the change of ownership by sending the CANTER Rehome Bill of Sale signed by both parties. The CANTER Rehome Bill of Sale can be sent electronically to cantermichigan@canterusa.org or by mail to CANTER, 8619 Edgewood Park Drive, Commerce Township, MI 48382.
9. **LIFETIME CONDITIONAL ADOPTION AGREEMENT:** Adopter acknowledges that this is a LIFETIME CONDITIONAL ADOPTION AGREEMENT and all requirements and restrictions contained herein remain in effect on this Adopted Horse regardless of change of ownership at a later date. This Lifetime Conditional Adoption Agreement shall at all times remain with all of the Adopted Horse's paperwork.
10. **VENUE:** In the event of any legal actions arising out of this transaction, the venue for such action shall be in the jurisdiction of the registered office of CANTER, 8619 Edgewood Park Drive, Commerce Township, Michigan 48382.
11. **ACKNOWLEDGEMENTS AND DISCLAIMER:** Adopter acknowledges that the Adopted Horse needs an experienced rider and handler. Adopter also releases CANTER from any liability and agrees to hold harmless CANTER and any of its employees, agents, directors or volunteers from any and all liability related to the Adopted Horse, and injury or cause of action related to the Adopted Horse. Adopter acknowledges that incorrect or inaccurate statements made by Adopter on the CANTER Michigan Adoption Approval Form are grounds for voiding this sale and the adoption fee may or may not be forfeited at CANTER's discretion.
12. **PENALTY:** Should the Adopter default or breach the terms of this Agreement, Adopter shall be obligated to pay \$1,500 to CANTER in damages within 10 days of notification to Adopter of the breach or default. If Adopter sells the Adopted Horse in violation of the Agreement, Adopter shall pay CANTER \$1,500 or the sales price of the Adopted Horse, whichever is greater, within 10 days of notice to Adopter by CANTER and may be immediately placed on CANTER's Do Not Adopt list.

I have read and accept the terms, conditions and above-stated regulations that pertain to my acceptance and placement of the above-mentioned Adopted Horse.

ADOPTER SIGNATURE

CANTER REPRESENTATIVE SIGNATURE

ADOPTER PRINTED NAME

CANTER REPRESENTATIVE PRINTED NAME

ADOPTER PHONE NUMBER

CANTER REPRESENTATIVE PHONE NUMBER

ADOPTER EMAIL ADDRESS

Questions or updates? Email us at
cantermichigan@canterusa.org.