



6279 N. Territorial Rd

Plymouth, MI 48170

(586) 864-3444

[serenityoaks@gmail.com](mailto:serenityoaks@gmail.com)

<https://sota.horse/>

## ADOPTION CONTRACT

### LIFETIME CONDITIONAL BILL OF SALE WITHOUT WARRANTIES

A. WITNESS THIS CONTRACT executed this (Day) \_\_\_\_\_ of (Month) \_\_\_\_\_ (Year) \_\_\_\_\_

between Serenity Oaks Thoroughbred Aftercare (SOTA) and hereby referred to as "Adopter". (Adopter Name)

B. For and in consideration of the sum of (Adoption Fee) \$ \_\_\_\_\_ USD payable to Serenity Oaks Thoroughbred

Aftercare agrees to sell and Adopter agrees to take ownership of (Equine Name) \_\_\_\_\_

(Gender) \_\_\_\_\_ (Year of Birth) \_\_\_\_\_ (Color/Breed) \_\_\_\_\_ (Tattoo #) \_\_\_\_\_  
"Adopted Horse"

If the Adopted Horse is sold by SOTA for an Adoption Fee of no dollars, the parties hereto agree that the consideration for this Contract is:

- 1) SOTA's interest, in furtherance of its charitable corporate purpose, of placing horses in good quality adoptive homes in which said horses can excel in a second career post-racing
- 2) The Adopter's desire to obtain the Adopted Horse for use in that new career along with the obligation's attendant to the proper care and custody of the animal.

**C. Adoption contract is null & void if not signed and returned within 48 hours of receipt by the Adopter.**

D. Adopter agrees that the Adoption Fee is not refundable, nor does SOTA have any obligation to exchange or trade horses free of charge. Please be sure to vet check your potential horse to be sure it suits your needs if this is an issue for you. We do however agree to help place the Adopted Horse if he or she does not suit your needs or take them back into our program if we are able. We are not liable for any known or unknown defect.

**E. Adopter UNDERSTANDS THAT SOTA MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION, WARRANTY OR GUARANTEE ABOUT THE SOUNDNESS, ABILITIES, TEMPERAMENT OR HEALTH, REGARDING THE ADOPTED HORSE AND THAT THE ADOPTED HORSE IS BEING ADOPTED "AS-IS" IN ITS PRESENT PHYSICAL CONDITION, WITH ALL FAULTS AND DEFECTS OF WHATEVER KIND, LATENT OR PATENT, AND WHETHER KNOWN OR UNKNOWN. ADOPTER UNDERSTANDS AND ACKNOWLEDGES THAT ADOPTER HAS HAD THE RIGHT TO HAVE A PRE-PURCHASE EXAMINATION PERFORMED BY THE VETERINARIAN OF HIS OR HER CHOICE AT HIS OR HER EXPENSE PRIOR TO EXECUTION OF THIS CONTRACT. ADOPTER WAIVES ANY AND ALL RIGHTS, CLAIMS OR CAUSES OF ACTION**

**AGAINST SOTA INC. FOR ANY PATENT OR LATENT DEFECTS OF WHATEVER KIND, WHETHER KNOWN OR UNKNOWN PERTAINING TO THE ADOPTED HORSE. SOTA EXPRESSLY DISCLAIMS ANY STATEMENTS THAT MAY HAVE BEEN MADE TO ADOPTER REGARDING THE ADOPTED HORSE, EXCEPT FOR ANY STATEMENTS WHICH MAY BE CONTAINED IN THIS CONTRACT.**

**F. The Adopted Horse places with a lifetime not for race use clause. The Adopter agrees that neither they, nor any future person or owner, shall race the Adopted Horse, sell the Adopted Horse for race use, or cause the horse to become available for purchase at a non-pedigreed auction. The Adopter shall notify any subsequent owners/buyers of the requirements of this Contract Paragraph F and that this no-race and no-auction clause transfers to each buyer for the lifetime the Adopted Horse. Adopter shall include the first two sentences of this Paragraph F in any contract in which Adopter sells the Adopted Horse ("Clauses"). Adopter shall also include in that contract a promise from the buyer to include the Clauses in that buyer's own contract for the sale of the Adopted Horse, should that event occur. The Adopted Horse will be placed in a database system to track any future race entries and this Contract will be enforced to the fullest extent of the law in the case of a breach.**

**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.**

G. Adopter acknowledges that this is a LIFETIME CONDITIONAL BILL OF SALE and all requirements and restrictions contained herein remain in effect on the Adopted Horse regardless of change of ownership at a later date. This Lifetime Conditional Bill of Sale shall at all times remain attached to the horse's Jockey Club records when available or shall stand-alone if not available.

H. The parties acknowledge that all dealing between them with regard to representations; conditions of adoption and terms of payment for any services are hereby merged with the terms of this Contract.

I. This Horse's Microchip # is \_\_\_\_\_

Keep this number handy for any show awards we may have that require the ID#.

J. SOTA requests change of ownerships be reported to:

Serenity Oaks Thoroughbred Aftercare  
6279 N. Territorial Rd  
Plymouth, MI 48170

[serenityoaks@gmail.com](mailto:serenityoaks@gmail.com)

K. Adopter acknowledges that SOTA has authority to investigate any reports of alleged abuse or neglect of horses by Adopter at any time, including but not limited to a site visit. Adopter agrees to cooperate with any investigation of alleged abuse or neglect and to provide information as requested by SOTA, including without limitation photos, videos, vet reports and in-person visits to the horses' current location by SOTA staff or its appointed representative. A licensed equine veterinarian would be SOTA's representative of choice to participate in the investigation by examining the subject horse, however, in the event a veterinarian is unable to travel to the location of the horse, a substitute experienced equine professional may be named as SOTA's representative. Should that veterinarian/experienced equine professional conclude a horse is being neglected or abused, the adopter relinquishes their rights to the horse, it will be removed from that location and transported back to SOTA for readmission to the adoption program ("Repossession"). Should either the adopter or SOTA disagree with the opinion of that veterinarian/experienced equine professional, either party may bring in a second veterinarian/experienced equine professional to render an opinion. Should the second veterinarian's/experienced equine professional's opinion differ from the first opinion, the two veterinarians/experienced equine professionals shall appoint a third veterinarian/experienced equine professional to render an opinion. The opinion of the third-party veterinarian/experienced equine professional would be binding on the Adopter and SOTA. Adopter agrees that no court order shall be required for SOTA to Repossess a horse and Adopter agrees to cooperate with SOTA and/or its agents during the Repossession process. Adopter further agrees that, upon possession of the Adopted Horse being taken by SOTA or its agents during Repossession, all right, title and interest in the Adopted Horse shall thereupon transfer from Adopter to SOTA. Adopter accepts the conditions set forth in this Contract Paragraph K and hereby releases and forever discharges SOTA, Inc. and its employees, Board

Members, successors, subsidiaries and assigns from any and all claims, demands, obligations, liabilities or damages in any way arising out of or related to Repossession of the Adopted Horse.

L. Adopter acknowledges that all SOTA program horses will have first priority back into our program in a case of need. The Adopter agrees to notify SOTA if they can no longer properly care for the Adopted Horse.

M. The Adopter agrees to send pictures of the Adopted Horse when requested to do so by SOTA. Adopter acknowledges and hereby consents that such photos may be used in public awareness or advertising material for SOTA or our grant funders.

N. Adopter agrees to provide assistance when requested for SOTA's periodic updates to its records on the care and condition of the Adopted Horse. Adopter agrees that such assistance may include but is not limited to the Adopter providing requested information via phone calls, emails, and allowing site visits. Adopter agrees in advance that SOTA has the right to obtain all veterinary records directly from any veterinarian treating the Adopted Horse and that execution of this Contract shall serve as a release to the applicable veterinarian, authorizing the delivery to SOTA of all veterinary records-maintained pertaining to the Adopted Horse.

O. Adopter agrees that horse will be picked up within five (5) days of signing this Contract. A board rate of \$35 per day will be required after 5 days.

P. Adoption is executed upon signed contract, approved adoption application, and receipt of adoption fee. Unless otherwise agreed upon in writing, shipping and all care expenses of the Adopted Horse are the responsibility of the Adopter upon execution of this Contract. Risk of loss passes to the Adopter upon actual physical possession of the Adopted Horse being taken by the Adopter or by Adopter's agent (including but not limited to any person or firm hired by Adopter to transport or care for the Adopted Horse).

Q. Adopter shall indemnify, hold harmless, and defend SOTA Inc., its employees, volunteers, Board members, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or involving, directly or indirectly, the Adopted Horse or breach of this Contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

R. This Contract shall be governed by and construed in accordance with the laws of the State of Michigan. In the event of any proceedings regarding this Contract, the parties agree that the venue shall be the state courts of Washtenaw County, Michigan or the U.S. District Court for the Western District of Michigan, Detroit Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

S. This Contract contains the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Contract supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Contract. This Contract cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

T. This Contract may be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Contract. A waiver by either party of a breach of this Contract shall not operate or be construed as a waiver of any subsequent breach.

U. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

V. If any court of competent jurisdiction holds any provision of this Contract unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Contract. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Contract and shall not affect any other provision.

hereunder.

W. This Contract may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

X. Adopter shall not assign or subcontract any portion of this Contract without the express written consent of SOTA. Any purported assignment or subcontract without the written consent of SOTA shall be void. Adopter agrees that SOTA may consent, or refuse consent, to any request for assignment or subcontract in its sole discretion.

**WARNING**

**Under the Michigan Equine Activity Liability Act, an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.**

Additional Notes: \_\_\_\_\_

**SOTA:**

Serenity Oaks Thoroughbred Aftercare  
6279 N. Territorial Rd.  
Plymouth, MI 48170  
[serenityoaks@gmail.com](mailto:serenityoaks@gmail.com)  
<https://sota.horse/>

By: \_\_\_\_\_  
(SOTA Signature)

**Adopter:** Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

By: \_\_\_\_\_  
(Adopter Signature)

**For Internal Office Use:**

Adoption Fee Received via:

Cash: \_\_\_\_\_ Check: \_\_\_\_\_ Other: \_\_\_\_\_ (Please Specify Other): \_\_\_\_\_

Date Received: \_\_\_\_\_ Check #: \_\_\_\_\_ Amount Received: \_\_\_\_\_

Adopters vet of choice (Vets Name) \_\_\_\_\_,

performed a pre-purchase exam on (Date): \_\_\_\_\_

\_\_\_\_\_ Adopter elected to waive a pre-purchase exam

Pickup Coordinated for (Date/Time) \_\_\_\_\_

Additional Notes: \_\_\_\_\_