

**CANTER CONDITIONAL LIFETIME BILL OF SALE - MARE**

Name of Horse \_\_\_\_\_ Registration # \_\_\_\_\_ Sex Mare , Age \_\_\_\_\_ Color \_\_\_\_\_

For and in consideration of \$ \_\_\_\_\_ Dollars paid in the form of \_\_\_\_\_, CANTER hereby sells, assigns, transfers, and sets over unto \_\_\_\_\_ the above named horse.

The seller guarantees the horse to be clear of all encumbrances, unless otherwise stated herein.

1. **GUARANTEE:** CANTER offers no guarantee as to the soundness of the above named horse for any specific purpose except as stated herein. However, buyer may return the horse to CANTER at the location specified by CANTER within 30 days provided the horse (with Jockey Club papers) is returned in the same physical condition as when it left CANTER's ownership. At that time, buyer has the option of: 1. Receiving and applying FULL CREDIT for the price paid for the above horse towards another CANTER horse that is approved for their intended use. 2. Receiving a refund of ONE HALF of the purchase price above.

2. **SPECIAL RESTRICTIONS:** Breeding for racing purposes of foals is prohibited by this bill of sale and produce of the broodmare will be so monitored. If entered to race, presentation of this bill of sale shall immediately disqualify the produce of this mare from racing without further Court order. Therefore, owner agrees to not sell any produce of this mare for racing.

3. **LOCATION:** Buyer agrees not to move the horse from the location approved in the Pre-purchase Approval Questionnaire without first obtaining a second approval of the premises for a period of six months from the date of this sale. After such time if moved to any other location, CANTER must be notified in writing. If buyer fails to provide CANTER with the new location, at its discretion, CANTER may void this sale and any and all subsequent sales will be rendered void, the purchase money set forth above shall be forfeited, Jockey Club papers maybe reissued and the horse maybe removed by CANTER from any premises without court order.

4. **MONITORING:** Buyer gives CANTER and/or a CANTER veterinarian express permission to enter the premises where the horse will be stabled to monitor the future progress of the horse. Failure to provide any of the following: proper training, food, water, shelter and/or care in accordance with CANTER standards of care shall void this sale, the purchase money shall be forfeited, Jockey Club papers maybe reissued to CANTER and the horse may be removed by CANTER without court order.

5. **NEVER TO RACE:** The above named 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 this horse to race. Entry of this horse to race shall void this sale and any subsequent sales and ownership shall revert back to CANTER, Jockey Club papers may be reissued, and the horse maybe removed from any premises by CANTER, including any racetrack, without court order.

6. **RIGHT OF FIRST REFUSAL:** If at any time the buyer wishes to sell, lease, trade, give away or in any way change control of the above named horse, CANTER must be offered right of first refusal and be notified of such by certified mail to **CANTER at 2611 Bowman Rd., Imlay City, MI 48444**. Buyer agrees to never sell this horse at an auction and doing so would be in violation of the right of first refusal. CANTER may purchase the horse back for the price paid above or by matching the bona fide offer, whichever is the lesser amount. CANTER has 30 days to respond from date of receipt of the certified mail notice. Buyer agrees that any other forms of notification are not valid and further agrees to provide CANTER with proof of a bona fide offer including name, address and telephone of the intended new owner. CANTER has the right to approve any subsequent transfers of ownership. Buyer agrees to pay \$1000.00 donation to CANTER plus attorney fees, costs of rescue/rehabilitation if care and ownership transfer without such right of first refusal being offered to CANTER. Failure to notify CANTER of the transfer is grounds to void such sale and any subsequent sales at the discretion of CANTER, Jockey Club papers may be reissued and the horse may be removed without court order.

7. **NOTIFICATION OF TRANSFER:** In the event CANTER is duly notified in Paragraph 6 above but does not exercise its right of first refusal, buyer agrees to provide CANTER with the date the horse is to be moved and again provide full and complete information on the new owner or lessee or caretaker of this horse including name, address, and telephone and name, address and telephone of the stable where horse will be kept. Failure to provide this information to CANTER within 30 days of the transfer is grounds to void such sale and any subsequent sales at the discretion of CANTER, Jockey Club papers may be reissued, and the horse may be removed without court order.

8. Buyer acknowledges this is a LIFETIME CONDITIONAL BILL OF SALE and all requirements and restrictions contained herein remain in effect 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 on its own merits if such papers are not available.

9. Buyer acknowledges that this horse has had race training only and needs an experienced rider and handler.

10. In the event of any legal actions arising out of this transaction, the venue for such action must be in the jurisdiction of the registered office of **CANTER, 2760 East Lansing Drive, Suite 5, East Lansing, Michigan 48823 (phone: 810-796-9239)**

11. Buyer acknowledges that incorrect or inaccurate statements made by buyer on the Pre-purchase Approval Questionnaire are grounds for voiding this sale and the purchase money may or may not be forfeited at CANTER's discretion.

\_\_\_\_\_  
CANTER Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
BUYER Signature