Owner 2 Owner

A LIBERTY SANCTUARY PROGRAM

Transfer of Ownership Form

This form shall be used when an owner sells or surrenders a horse that has been assessed within the Owner 2 Owner Program (O2O), a Liberty Sanctuary program. A copy of this form should be submitted to O2O within 5 days of ownership/possession being transferred.

This Agreement of Transfer is made this _____day of _____ 20____, by and between_____, hereafter referred to as "OWNER," and _____, hereafter referred to as "GRANTEE," (individually, the Owner and Grantee may be referred to herein as "party," and collectively as "parties")

I. TYPE OF TRANSFER

(*choose A. or B. by initialing the choice and crossing through the other)*

A. _____ As a sale for the cash consideration of $ _____ paid at time of execution of this Agreement by GRANTEE to OWNER

B._____ For no consideration. The value of all donated/surrendered horses is determined solely by the Owner.

OWNER hereby grants, transfers, conveys and assigns to GRANTEE, all of the OWNER'S ownership, title and interest in and to the horse described herein:

Name of Horse_____ Age: _____ Sex: _____

Registration (if applicable)_____ Height: _____ Color: _____

Other Markings: _____

II. TERMS OF TRANSFER

A. The parties acknowledge that this transaction has been facilitated between the parties with the assistance of the Owner 2 Owner Program (·O2O·), a mobile equine safety net initiative of Liberty Sanctuary. Liberty Sanctuary, which operates the O2O Program, and its employees, officers, directors, and agents shall be referred to in this document as ·O2O.· The parties acknowledge and agree to the following: that O2O has not had any title to, ownership in, or responsibility under the law for the horse that is the subject of this Agreement; that in entering into this Agreement, each party has not relied upon any statement, representation, or warranty of O2O; that although O2O may receive a fee for actual services performed on behalf of one or both of the parties, in performing that service and accepting the fee, O2O has not become liable to the party or parties for whom the service is performed as to any claim, demand, or cause of action the party may or could assert against O2O arising out of or related to the performance of that service or arising out of any other grounds. The parties acknowledge and agree that O2O is a third party beneficiary of this Agreement. The Owner, Grantee, their successors and assigns for good and sufficient consideration, which they hereby acknowledge receiving, release, waive, and discharge any claim, demand, or cause of action, known or unknown, at law or equity, arising under contract or tort, that they may have against O2O arising out of or related to

this Transfer transaction and the Agreement, any service performed or action taken or not taken by O2O as a part of this transaction, or the covenants between the Owner and Grantee arising out of this Agreement. The scope, interpretation and application of the releases herein provided shall be construed liberally in favor of O2O and to the fullest extent provided under the law.

_____ _____
Owner Initials Grantee Initials

B. OWNER warrants and covenants that OWNER has full power and authority to convey title to the horse and that title to the horse is good, merchantable, and free from any defect, lien, or encumbrance. OWNER warrants and covenants that OWNER will defend the same against the claim or claims of all persons whomsoever.

C. GRANTEE agrees that it is accepting the animal in as-is condition, with no warranties except as to title as stated in B., above. The OWNER HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Grantee acknowledges that it has been advised that a pre-purchase examination, by a qualified veterinarian of Grantee's choice, is encouraged.

D. OWNER ____ has or ____ has not presented documentation to show all routine vaccines were administered within the past 6 months and a negative Coggins test within one year.

The parties acknowledge that the following vaccines have NOT been documented:

_____ Fluvac Innovator 6 (EWV Encephalomyelitis; _____ Influenza; _____Tetanus;

_____ Rhinopneumonitis EHV-1 & EHV-4); _____ Rabies and West Nile.

_____ There is no record of negative Coggins within one year.

E. This Agreement of Transfer represents the entire agreement between the parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written agreement.

F. This Agreement is entered into in the State of Maryland, and shall be enforced and interpreted under the laws of the State of Maryland.

G. GRANTEE will take possession of the horse at the following date and time: _____

_____.

Ownership of the horse will transfer at the time GRANTEE takes possession of the horse. If Owner is unable to deliver possession of the horse for any reason, Grantee will receive a prompt refund of any amount paid by Grantee pursuant to this agreement.

H. OWNER agrees to pay O2O the amount of $_____ for the required vaccinations and Coggins test if documentation listed in C. above has not been provided. Payment must be made in cash or by personal check on the date of execution of this agreement unless previously approved for financial assistance by O2O.

I. The parties acknowledge that the parties are solely responsible for, and that O2O has no responsibility for the following: the characterization of this Transfer as a sale, surrender, or donation; the dollar amount of the sale consideration or donation value recited above; and the tax consequences,

if any, of this Transfer transaction. The parties agree that the foregoing are solely the product of the agreement of the Owner and Grantee.

J. GRANTEE covenants that during its ownership of the horse, the horse WILL NOT be taken to public auction, a kill pen, or be slaughtered. GRANTEE covenants that if circumstances should arise under which the GRANTEE is not able to care properly for the horse, the GRANTEE will inform O2O of this. GRANTEE further covenants that in the event Grantee sells, transfers, or otherwise conveys the horse to a third party, this transaction will include covenants that the party taking ownership or possession of the horse will not knowingly or foreseeably permit the horse to be taken to auction, a kill pen, or to be slaughtered.

K. OWNER acknowledges that upon execution of this agreement, OWNER will have no right to be informed as to the future use or disposition of the horse, and that the horse may be humanely euthanized at any time if a veterinarian determines it is in the best interest of the horse.

L. GRANTEE agrees to give OWNER the first right of refusal to purchase the horse if GRANTEE rehomes/sells the horse at any time in the future. GRANTEE agrees to notify OWNER of GRANTEE'S intent to rehome/sell and the OWNER shall then have seven (7) days from receipt of notice to either accept or decline to take back/purchase the horse.

_____ _____
Owner Initials Grantee Initials

M. If a dispute arises that is based upon the provisions of this Agreement or that is based in anyway upon the horse which is the subject of this Agreement, in the event such dispute results in a court proceeding, arbitration, or other binding dispute litigation process, the parties agree to the following: that in the event that O2O is made a party to the dispute litigation process, that each party agrees to indemnify, defend, and hold O2O harmless, said obligations of indemnity to include but not be limited to payment of the cost to O2O of an independent defense by counsel of O2O choosing, all costs incurred in the dispute resolution process, and all amounts, if any, which O2O is found liable for and responsible to pay in the dispute resolution process; and between the Owner and Grantee, the prevailing party will be entitled to an award paid by the other party of all reasonable costs and expenses incurred by the prevailing party in connection with such dispute (including, without limitation all reasonable attorney's fees and costs incurred before and at any trial, arbitration or other proceeding), in addition to any other relief that may be granted to the prevailing party in any suit or other proceeding.

N. GRANTEE accepts the Horse upon the terms herein stated by signing this Agreement of Transfer, and this document shall serve as the "bill of sale." After the title to the horse passes from Owner to Grantee, at the time specified in Paragraph G, Grantee will have full responsibility for the horse, including risk of loss and responsibility for all veterinary, farrier, transportation, food and other expenses, as well as liability for any damage or injury that the horse causes to any third party.

The parties agree that they have each executed this Agreement, and they agree to be bound by its terms as of the last date stated next to their signatures below.

_____ _____
OWNER Date
(if an entity, state entity's name and title of signatory)

_____ _____
GRANTEE Date
(if an entity, state entity's name and title of signatory)