



## ADOPTION/PURCHASE INFORMATION



*Please note that these Mustangs have only 120 days or less of training.  
We encourage you to talk to the trainers prior to adoption/purchase.*

### HOW DO I ADOPT/PURCHASE A MUSTANG?

1. Pick up an Application at the Extreme Mustang Makeover Booth. Applications can be completed and approved onsite. You may apply for up to four Mustangs.
2. Submit completed application to the Extreme Mustang Makeover Booth.
3. Upon approval, you will receive a Bidder Number to be used to participate in the auction by oral bid.
4. Attend the auction event. Adoption/purchase fees above \$1000 are considered a tax-deductible contribution.

### MINIMUM ADOPTION/PURCHASE REQUIREMENTS

See complete Facility Requirements at EMM Booth

- Must be 18 years old.
- Have no prior conviction for inhumane treatment of animals or for violating the Wild Free-Roaming Horse and Burro Act of 1971.
- Have adequate feed, water and facilities to provide humane care for the number of animals requested (see BLM facility requirements).
- If adopting, provide a home for the animal in the USA until you receive Title from the BLM (1 year). (1-year titling period is not applicable for animals available for purchase).

### **EXTREME MUSTANG MAKEOVER ADOPTION/PURCHASE BY COMPETITIVE BID - TERMS AND CONDITIONS**

#### ***NO REFUNDS, CREDITS OR EXCHANGES WILL BE ISSUED FOR EXTREME MUSTANG MAKEOVER ADOPTIONS OR PURCHASES***

**THIS ADOPTION/PURCHASE IS CONDUCTED IN ACCORDANCE WITH, AND ALL ACTS OF INTERESTED PARTIES AND/OR CLAIMS BY THEM SHALL BE GOVERNED BY, THE FOLLOWING CONDITIONS OF ADOPTION/PURCHASE:**

**1: APPLICABLE LAW:** All horses in this event are offered according to the laws of the federal government for the adoption/purchase of a wild horse. The right to bid, as provided under law, is reserved for all approved adopters/purchasers with bidder numbers provided by the Bureau of Land Management or Mustang Heritage Foundation.

**2:NO WARRANTY IS EXPRESSED OR IMPLIED BY THE AUCTIONEERS, MUSTANG HERITAGE FOUNDATION, TRAINERS OR BLM, AS TO THE PERFORMING SOUNDNESS, MERCHANT ABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY HORSE OFFERED IN THIS AUCTION. ALL HORSES ARE ADOPTED OUT/PURCHASED "AS IS" WITH ALL EXISTING CONDITIONS AND DEFECTS EXCEPT AS SET FORTH IN CONDITIONS BELOW. ADOPTERS/PURCHASERS SHOULD EXAMINE HORSES PRIOR TO ADOPTING/PURCHASING.**

**3:BIDDING PROCEDURE:** Should any dispute arise between or among two or more bidders, the Auctioneers or MHF staff shall forth with adjudicate the dispute, and their decision shall be absolute, final and binding on all parties. In case of dispute, the bidding shall be reopened for advanced bids, and if there be no advanced bid, the horse is adopted to / purchased by the person from whom the auctioneer recognized the last bid. The auctioneer reserves the right to reject any or all bids.

**4: Possession/Delivery:** Possession passes to adopter/purchaser at fall of the hammer & upon completion of adoption/purchase application process. All risk of injury to the horse becomes adopter/purchaser's risk at the fall of the hammer. Horse will be held for adopter/purchaser by the Mustang Heritage Foundation until adopter/purchaser makes settlement as provided in CONDITION SIXTH below. Adopter/purchaser shall immediately present himself or herself to make settlement if requested by Auctioneers, but in any case shall so present himself or herself within thirty minutes of conclusion of the auction session in which the horse was adopted/purchased. Upon settlement by adopter/purchaser, horse will be delivered pursuant to a "stable release" provided by Mustang Heritage Foundation to adopter/purchaser or his or her representative. Adopter/purchaser or his or her representative shall present "stable release" to BLM officials to remove horse from auction premises after taking possession, but in any case taking possession of the horse by adopter/purchaser or his or her representative shall constitute delivery. Upon delivery, adopter/purchaser shall cause horse to be removed promptly from the auction premises, or no later than 10 AM on Sunday of the event weekend or adopter/purchaser shall be subject to stable charges as determined by Mustang Heritage Foundation. In addition, should adopter/purchaser fail to cause horse to be removed promptly, Mustang Heritage Foundation may cause horse to be removed from premises at adopter/purchaser's risk and expense.

**5:TERMS FOR SETTLEMENT:** Adopter/purchaser shall make settlement with cashier of the Mustang Heritage Foundation. Adopter/purchaser shall present himself or herself to make settlement for the full adoption/purchase fee, such settlement to be in form of U.S. currency or equivalent acceptable to cashier. All adoptions/purchases are final, there will be no refunds, credits or exchanges issued in regards to the adoption/purchase of an Extreme Mustang Makeover Mustang.

**6:DEFAULTERS: SHOULD ADOPTER/PURCHASER FAIL TO COMPLY IN ANY RESPECT WITH CONDITIONS FIFTH ABOVE, THE MUSTANG HERITAGE FOUNDATION MAY, IN ITS ABSOLUTE DISCRETION, PURSUE ANY REMEDY AVAILABLE AGAINST THE DEFAULTING ADOPTER/PURCHASER, INCLUDING, BUT NOT LIMITED TO, TAKING POSSESSION OF THE HORSE.** In any such case defaulter shall be liable for any deficit in his account after charging to his account all costs of maintenance and re-adoption, including, but not limited to, service charges, attorneys fees, costs of litigation, and damages available to the Mustang Heritage Foundation by law.

**7:WARRANTIES AS TO DESCRIPTION: UNLESS OTHERWISE ANNOUNCED THERE IS NO REPRESENTATION OR WARRANTY AS TO THE QUALITIES OF ANY HORSE DESCRIBED AT TIME OF ADOPTION/PURCHASE.** Caution: Everyone attending this auction agrees to save and hold harmless indemnity the Mustang Heritage Foundation and Bureau of Land Management, its owners and employees, auctioneers, announcers, employees and representatives thereof, from any and all responsibilities, liabilities, obligations, claims, or legal proceedings arising from any accident that may occur to horses, equipment, or for loss by fire, theft or for injury or death to any human or animal in any way or manner.

**8: WARRANTIES AS TO SOUNDNESS: UNLESS EXPRESSLY ANNOUNCED FROM THE AUCTION STAND, OR BY OFFICIAL PUBLICATION OF THE MUSTANG HERITAGE FOUNDATION, OR AS HEREIN AFTER PROVIDED, THERE IS NO WARRANTY OR GUARANTEE OF ANY KIND AS TO THE SOUNDNESS OR CONDITION OR OTHER QUALITY OF ANY HORSE IN THIS AUCTION. ADOPTER/PURCHASER AGREE TO HOLD AUCTIONEER AND MUSTANG HERITAGE FOUNDATION OWNERS AND EMPLOYEES HARMLESS FOR ANY LOSS INCURRED BY ADOPTER/PURCHASER, OR ANY THIRD PARTY AS A RESULT OF (A) AUCTIONEERS'S FAILURE TO MAKE SUCH ANNOUNCEMENT OR (B) INCORRECT ANNOUNCEMENTS MADE BY AUCTIONEERS.**