

SUPREME EXTREME MUSTANG MAKEOVER ADOPTION REGULATIONS

The April 24th televised Supreme Extreme Mustang Makeover Adoption event through Superior Livestock Productions is a true BLM adoption with the following regulations:

- Only approved adopters will be eligible to adopt through the televised Supreme Adoption event on April 24th. Only approved adopters will receive a bidder's number and the necessary call in information.
- The only way to become approved is to submit the attached application to the Mustang Heritage Foundation, P.O. Box 979, Georgetown, TX 78626 by March 15th. Upon application approval, Superior Productions will contact you to provide you with a bidder's number.
- By submitting the attached application you are expressing intent to adopt, however application approval does not guarantee that you will win a bid and adopt an animal.
- Adoption becomes final only by bidding via phone or in studio and winning the bid during the April 24th Supreme Adoption event.
- Pending application approval, potential adopters will be eligible to adopt one to four animals.
- All adoptions are final.
- The adopter is responsible for all adoption and care related costs; there are no refunds or reimbursements.
- The adopter is responsible for picking up adopted animal(s) at one of the designated BLM facilities.
- Adopters are required to care for adopted mustangs until they receive title from the BLM. Mustangs will be titled 12 months following the April 24th adoption.
- Until titled by the BLM animals cannot be sold.
- All animals adopted through the April 24th Supreme Adoption event are eligible to compete in the \$100,000 Supreme Extreme Mustang Makeover on August 12-15, 2010 in Fort Worth, Texas. For competition information go to www.extrememustangmakeover.com.
- Adopters are not required to compete in the \$100,000 Supreme Extreme Mustang Makeover.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0042
Expires: August 31, 2007

APPLICATION FOR ADOPTION OF WILD HORSE(S) OR BURRO(S)

Applicant's Last Name		First Name		Middle Initial
Street Address or P.O. Box			City	State Zip Code
Driver's License Number	State	Birth Date	Social Security Number or Tax Identification Number	
Home Phone (Include area code)	Alternate Phone (Include area code)		E-Mail Address	

Number of animals requested:

Burros _____ Horses (Younger than 18 mos.) _____ Horses (Older than 18 mos.) _____ Geldings _____ Trained Animals _____

Question 1. Describe your existing facility and transportation:

a) Corral

Dimension: Length _____ Width _____ Height of Corral _____

Gate Height _____ Gate Width _____

Materials used in Corral _____ Materials used in Gate _____

b) Shelter

Maximum Height _____ Minimum Height _____ Gate Height _____ Gate Width _____

Materials used in Shelter _____

Attached to Corral? Yes No; If not attached, how is it accessible? _____

c) Feed

Type of Hay or Pasture _____ Amount per Day _____

Supplemental Feed _____

d) Access to Water

Water Tank Size _____ Source of Water _____

e) Trailer

Interior Length _____ Interior Width _____ Interior Height _____

Covered with _____ Type of Doors _____

Question 2. Have you previously adopted animals through the Wild Horse and Burro Program? Yes No

If your answer is yes, are these animals titled? Yes No

How many untitled animals do you have? _____

Question 3. Will more than four untitled animals be kept at the location described? Yes No

Question 4. Have you ever adopted under another last name? Yes No If yes, what other name did you use? _____

Question 5. Have you ever been convicted of abuse or inhumane treatment of animals, violation of the Wild Free Roaming Horse and Burro Act or the Wild Horse and Burro Regulations? Yes No

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212 make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representation as to any matter within its jurisdiction.

(Continued on page 2)

Applicant's Name

MAP OF LOCATION OF ADOPTED WILD HORSES AND/OR BURROS

Facility Address

City

State

Zip Code

Property Owner(s) Name

Phone Number

Draw a map to the location where animal(s) will be kept (from the nearest major highway).	Draw a layout of corral(s) and shelter(s).
N	N

Directions to the Facility

INSTRUCTIONS

- Carefully read the PROHIBITED ACTS and TERMS OF ADOPTION printed below.
- Carefully read information provided in the pamphlet "Adopting a Wild Horse or Burro."
- Submit your completed Application for Adoption of Wild Horse(s) or Burro(s) to the Bureau of Land Management (BLM) office serving your

- State. (For the correct address, refer to the pamphlet "Adopting a Wild Horse or Burro" or take it to an adoption event.)
- So that we may notify you when and where the animal(s) you requested are available, provide the Bureau of Land Management office serving your State within 10 days of any change in your address or telephone number.

PROHIBITED ACTS

- Maliciously or negligently injuring or harassing a wild horse or burro;
- Treating a wild horse or burro inhumanely;
- Removing or attempting to remove a wild horse or burro from the public lands without authorization from the BLM;
- Destroying a wild horse or burro without authorization from the BLM, except as an act of mercy;
- Selling or attempting to sell a wild horse or burro or its remains;

- Branding a wild horse or burro;
 - Removing or altering a freeze mark on a wild horse or burro;
 - Violating an order, term, or condition established by the BLM under this part;
 - Commercially exploiting a wild horse or burro;
- Any person who commits a prohibited act is subject to a fine of not more than \$2,000 or imprisonment for not more than one year, or both, for each violation.

(Continued on next page)

Applicant's Name

TERMS OF ADOPTION

The following terms apply to all wild horses and burros adopted under this Private Maintenance and Care Agreement:

- (a) Adopters are financially responsible for providing proper care;
(b) Adopters are responsible, as provided by State law, for any personal injury, property damage, or death caused by animals in their care, for pursuing animals that escape or stray, and for costs of recapture;
(c) Adopters must not transfer animals for more than 30 days to another location or to the care of another individual without the prior approval of the BLM;
(d) Adopters must make animals available for physical inspection within 7 days of receipt of a written request by the BLM;
(e) Adopters must notify the BLM within 7 days of discovery of an animal's death, theft or escape;

- (f) Adopters must notify the BLM within 30 days of any change in the adopter's address;
(g) Adopters must dispose of remains in accordance with applicable sanitation laws; and
(h) Title will remain with the Federal Government for at least 1 year after the Private Maintenance and Care Agreement is executed and until a Certificate of Title is issued by the BLM.
(i) Adopters are entitled to a replacement if within 6 months of the adoption date the animal(s) dies or is required to be destroyed due to a condition that existed at the time of adoption and if the adopter provides a veterinarian's statement that certifies that reasonable care would not have corrected the condition.

Failure to comply with these terms may result in the cancellation of the agreement, repossession of the animals, and disapproval of requests for adoption of additional animals. In addition, violation of any term of a Private Maintenance and Care Agreement is a prohibited act.

I have read and understand the above TERMS OF THE ADOPTION and PROHIBITED ACTIONS.

(Applicant's Signature)

(Date)

Under penalty of prosecution for violating 18 U.S.C. 1001, which makes it a federal crime to make false statements to any agency of the United States, I hereby state that I have no intent to sell this wild horse or burro for slaughter or bucking stock, or for processing into commercial products, within the meaning of the Wild and Free Roaming Horse and Burro Act, 16 U.S.C. 1331 et seq., and regulations 43 CFR 4700.0-5(c). I have read the above statement, understand the terms of this agreement and agree to comply with them.

(Applicant's Signature)

(Date)

Approved for: No. of Burros No. of Horses Younger than 18 mos. No. of Geldings
No. of Horses Older than 18 mos. No. of Trained Animals
Total No. of Animals Approved for Adopter's Facility

Disapproved (Disapproval will be accompanied by a decision letter to the applicant with appeal rights.)

(BLM Official's Signature)

(BLM Official's Printed Name)

(Office)

(Date)

This application expires one year after the date of approval by the BLM Official's Signature.

NOTICES

The Privacy Act of 1974 and the regulation in 43 CFR 2.48 (d) provide that you be furnished the following information in connection with information required by this agreement.

AUTHORITY: 16 U.S.C. 1333 and U.S.C. 7701

PRINCIPAL PURPOSE: The BLM will use this information to process your agreement for private maintenance and care of wild horses or burros. BLM will use your driver's license and social security numbers for debt collection purposes under the authority of the Debt Collection Act, 31 U.S.C. 7700 et seq.

ROUTINE USES: The primary uses of the information are to: (1) Identify individuals who have applied to obtain custody of a wild horse(s) or burro(s); (2) Document disposition of the application, that is, whether rejected, suspended, granted, or title issued to the animal(s); (3) Record administrative and adjudicative actions; and (4) Collect debts, when applicable. Disclosures outside the Department of the Interior will be made only according to the provisions at 43 CFR 2.56.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of your social security number is mandatory for debt collection purposes. Disclosure of your driver's license number is required to keep track of the location of the animal(s). Disclosure of the other information is required to obtain a benefit, that is, one or more wild horses or burros.

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.) requires us to inform you that: This information is collected to process your application to adopt a wild horse or burro.

This information will be used to determine your qualifications to provide proper care to one or more wild horses or burros.

Response to this request is required to obtain a benefit, except for your driver's license number, which is required to keep track of the location and condition of the animal(s), and for your social security number, which is mandatory for debt collection purposes.

BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 10 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0042), Bureau Information Collection Clearance Officer, (WO-630), 1849 C Street, N.W., Washington, D.C. 20240.

ADOPTION PAYMENT:

A valid credit card is required in order to accept this application. The card will not be charged and you are not required to use this card at the time of payment. Adopters will be called on April 24th to finalize payment. A 3% service charge will be applied to all credit transactions.

CC # _____ TYPE: _____

** Visa / MasterCard Only*

EXP Date: _____ 3 Digit Code on Back of Card: _____

NAME AS LISTED ON CARD: _____

BILLING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

List at least two phone numbers where you can be reached on April 24th, 2010.

Phone 1: _____ Phone 2: _____

PICK UP PROCESS:

Horses will not be delivered. Adopters are required to pick up the horse(s) at one of the following locations the weekend of MAY 7th and 8th. Please select a location and date.

Canon City, CO Pauls Valley, OK Palomino Valley, NV Piney Woods, MS

May 7th May 8th

Directions to the facilities and other pertinent information regarding the pick-up of horses can be found at www.extrememustangmakeover.com.

APPLICATION NOT ACCEPTED WITHOUT SIGNATURE

MUSTANG HERITAGE FOUNDATION - ADOPTION REGISTRATION AGREEMENT

This adoption will be conducted in accordance with, and all acts of interested parties and/or claims by them shall be governed by, the Extreme Mustang Makeover Adoptions by Competitive Bid Terms and Conditions found at: www.extrememustangmakeover.com. MHF will conduct and manage all payment and delivery processes.

SUPERIOR PRODUCTIONS - BIDDER REGISTRATION AGREEMENT

This registration permits bidder to bid for and potentially purchase one or more livestock at the sale designated above. Superior Productions ("Superior") makes no representation or warranty concerning (i) any of the livestock to be auctioned at the sale, (ii) the accuracy or completeness of the listings or descriptions of the livestock, (iii) the ability of any seller to convey ownership of the livestock to bidder, or (iv) a seller's ability to deliver good and marketable title to any livestock purchased at the auction by bidder. Superior does not act as the agent of seller or bidder in connection with the auction and disclaims all responsibility for the completion of any transaction. Superior does not take title to, nor does Superior have any responsibility for the transfer of ownership to, any livestock sold at auction and neither guarantees payment nor delivery with respect to any transaction undertaken at the sale. Bidder hereby releases Superior from any claims, demands or damages arising out of or in any way connected with bidder's bid or purchase of livestock at the sale. Bidder agrees to look solely to seller for the physical delivery of the livestock purchased by bidder.

AGREED TO AND ACCEPTED BY BIDDER

X _____ **DATE:** _____