

## Department of Agriculture Cooperative Agreement

This agreement is made between Return to Freedom, Inc., a non-profit organization located in Lompoc, CA, that is a sponsor of the American Wild Horse Preservation Campaign, hereinafter referred to as Cooperator; and the Nevada Department of Agriculture (NDA), hereinafter referred to as NDA.

Whereas, the NDA has management responsibilities under NRS Chapter 569 over the Virginia Range stray/feral horses, and, pursuant to the provisions contained in NRS 569.031, the NDA is authorized to enter into cooperative agreements for the control, placement or disposition of stray/feral horses;

Whereas, NDA management role includes picking up, for public safety reasons, Virginia Range stray/feral horses that have been forced into urban and heavily trafficked areas;

Whereas, Cooperator represents that it has the wherewithal to receive Virginia Range stray/feral horses and will use reasonable efforts to provide for their placement in a humane manner that nevertheless prevents their release to the Virginia Range; and

Whereas, NRS 569.031 requires that cooperating agreements "must provide for:

1. The responsibility for the payment of the expenses incurred in taking up, holding, advertising and making the disposition of the stray or feral livestock, and any damages for trespass allowed pursuant to NRS 569.440;
2. The disposition of any money received from the sale of the livestock;
3. The protection of the rights of a lawful owner of an stray or feral livestock pursuant to NRS 569.040 to 569.130, inclusive; and
4. The designation of the specific geographic area of this state to which the cooperative agreement applies.

Now, therefore, it is agreed:

1. Cooperator will be provided with the opportunity to purchase stray/feral horse(s) from NDA prior to being offered for sale at a livestock auction. Cooperator will pay \$100 per horse on an as-is basis and will make payment prior to taking delivery. After payment by NDA of the expenses incurred in taking up, holding, advertising and making the disposition of the stray or feral livestock, and any damages for trespass allowed pursuant to NRS 569.440 NDA shall retain the balance of the funds in an interest bearing account, for claim, if at all, within one year of NDA's receipt, by the prior owner of the stray or feral livestock as determined by the Department at that time.

2. NDA shall notify Cooperator of the capture and possible sale of horses at the time of initiating applicable notice requirements. Upon completion of applicable notice requirements for, as the case may be, estrays or feral livestock, NDA shall convey to Cooperator NDA's right, title and interest in the horse(s) under NRS Chapter 569 and shall furnish Cooperator a Brand Inspection Clearance Certificate that certifies Cooperator's ownership upon delivery of the horse.
3. NDA collection of horses being limited to urban areas and roadways, for public safety purposes. Cooperator may purchase all such horses collected and shall take delivery at an agreed location within the applicable geographical area. Any horses tendered to but not accepted by Cooperator within two business days after being notified shall be subject to disposition by NDA in any manner permitted by law.
4. Prior to delivery of studs, the Department will have the studs castrated. To cover castration costs, Cooperator shall pay an additional \$200 per castrated stud.
5. Cooperator shall provide yearly from the date of this agreement a report of all horses resold/or placed during the previous 12 months.
6. This agreement may be canceled immediately by either Cooperator or NDA if it is determined that the other party is not in compliance with this agreement. NDA may cancel immediately if Cooperator is not monitoring or capable of monitoring the welfare of the stray/feral horses sold or placed during the previous twelve months. Such cancellation shall be NDA's sole remedy in the event of an occurrence described in the immediately preceding sentence; Cooperator shall incur no liability in connection therewith unless such occurrence is the direct result of Cooperator's bad faith or willful misconduct. Cooperator does not make any warranties, express or implied, with respect to the placement of horses or their welfare thereafter. This agreement can be terminated by either party upon thirty (30) days written notice to the other party and the notification shall include the determination for the cancellation.
7. The Cooperator shall enter into a binding agreement with third-parties who adopt or purchase the horses ensuring that the horses purchased under this agreement shall not be purposefully released back on the Virginia Range in violation of the NRS.
8. This agreement applies to Washoe, Storey and Lyon Counties and the Consolidated Municipality of Carson City.
9. This agreement shall be effective from March 12, 2013 until March 11, 2014, and shall automatically renew from year-to-year thereafter until cancelled or terminated.

10. This agreement will be interpreted according to the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this agreement.

Return to Freedom, Inc.

Neda Demayo  
Signature

Neda Demayo  
Name

President  
Title

3/5/13  
Date

Po Box 926  
Mailing Address

Lompoc, CA. 93436  
City, State, Zip Code

805 735 3246 and 650-248-4489  
Telephone Number

neda@returntofreedom.org and deniz@wildhorsepreservation.org  
E-mail Address

06-1484961  
Non-Profit Tax ID Number

www.returntofreedom.org, www.wildhorsepreservation.org  
Cooperator Web Site

Approved as to form by:

Date: 3/12/2013

Dennis L. Belcourt  
Dennis L. Belcourt  
Deputy Attorney General