



Sandhills Horse Rescue
PO Box 903
Spring Lake, North Carolina 28390
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SandhillsHorseRescue@gmail.com

Equine Foster Agreement

This equine foster agreement (hereafter referred to as EFA) is made this the _____ day of _____, 20____ between the Sandhills Horse Rescue (hereafter referred to as SHR) and _____ (hereafter referred to as Foster). The purpose of this EFA is to grant to the foster the right to temporarily possess and use, unless prohibited by legal seizure order, the below described equine in accordance with, and subject to, the terms of this agreement, in exchange for foster's performance of foster's duties and obligations set forth herein.

I. Description of Fostered Equine

The subject of this EFA is a horse/pony/mule/donkey known as _____, and being described as follows:

Name - _____

Registration: Registry - _____ # - _____

Registered Name - _____

Species - Equine Age - _____ years / months Sex - Mare / Gelding / Stallion

Breed - _____ Color - _____

Behavior / Training - _____

Medical Status - _____

Additional Required / Specialty Care - _____

Additional Limitations - _____

Type / Amount of Feed/Grain - _____

Supplements - _____

Type of Hay - _____

Last Vaccination(s) - _____ Date - _____

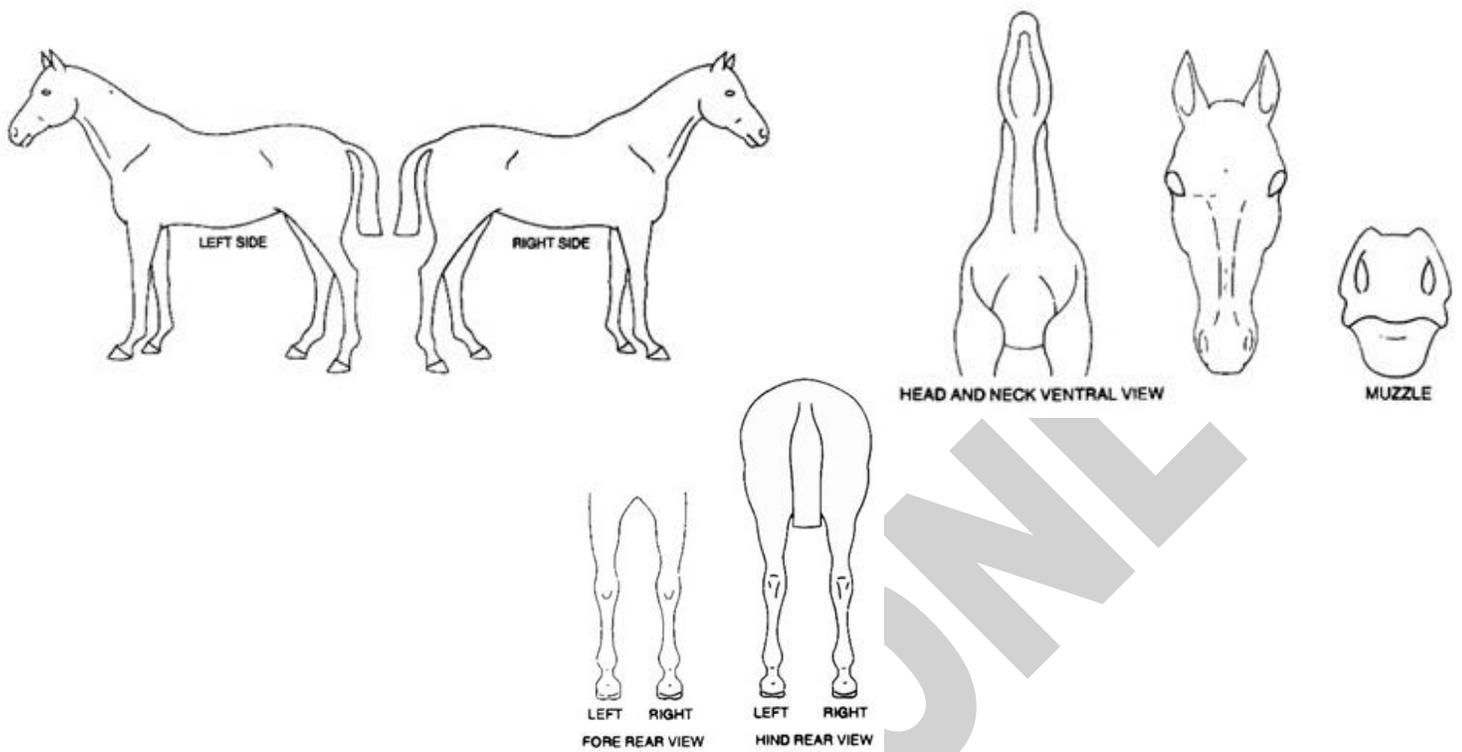
Last Deworming - _____ Date - _____

Current Veterinarian - _____

City, State - _____

Current Farrier - _____

City, State - _____



Insert Photos showing Color and Markings (if available) –

II. Pre-Approved Foster

Foster Information:

Name (first, middle, last, suffix) - _____

Physical Address - _____

County of Residence - _____

Mailing Address - _____

Home phone # - _____ Alternate phone # - _____

Email - _____

Driver's License - State _____ Number _____

State of Residency - _____ Social Security Number - _____

Facility / Farm Information (where equine will be stabled, if different than above):

Name - _____

Physical Address - _____

County of Address - _____

Mailing Address - _____

Primary phone # - _____ Alternate phone # - _____

Facility / Farm Owner's Information (if different than above):

Name (first, middle, last, suffix)- _____

Physical Address - _____

County of Residence - _____

Mailing Address - _____

Home phone # - _____ Alternate phone # - _____

Property Owner's Information (if different than above):

Name (first, middle, last, suffix) - _____

Physical Address - _____

County of Residence - _____

Mailing Address - _____

Home phone # - _____ Alternate phone # - _____

III. Duties of SHR

Upon execution of this EFA, SHR agrees to transfer to Foster temporary care and custody of the listed equine upon an agreed upon date and location and agrees to:

- disclose all known information, both favorable and unfavorable, to the foster verbally or in writing relating to the equine being fostered prior to this agreement being signed. Information about the listed equine's known history, known past and current health problems, and/or current condition is attached. SHR makes no representations as to the completeness or accuracy of this information.
- perform a site inspection where the equine will be stabled prior to the agreement being signed
- contact any or all references provided on the preliminary Foster Application to elicit a character reference and/or equine management history
- to take financial responsibility for all expenses, except those being voluntarily covered financially by the Foster, that directly affect the health and welfare of the equine if the following conditions are met:
 - the feed and hay purchased does not exceed a reasonable amount required to rehabilitate or maintain the equine
 - all purchases or expenses except for reasonable amounts of feed and hay, routine farrier care, and routine veterinary care must be pre-approved by the SHR Board of Directors if reimbursement is requested (Additional purchases may be made at the Fosters expense at their discretion without reimbursement)
 - emergency care shall not exceed the amount specified herein without the prior notification of and approval from a SHR Board of Directors member. SHR will authorize an emergency allowance of \$ _____ for this equine. If the amount is estimated to be greater than the allowance or the allowance amount is reached during treatment then the equine should be humanely euthanized by the attending veterinarian, unless the Foster accepts financial responsibility for the additional expenses or a SHR Board of Directors member is contacted and advises otherwise.

- provide the Foster with non-emergency and emergency contact information for SHR's preferred veterinarian, farrier, and Board of Directors members.
- to contact the Foster no less than monthly to check the health and welfare of the fostered equine and discuss any concerns, issues, or needs of the foster relating to the fostered equine
- within the first year of fostering, offer the foster "right of first refusal" with regards to adopting the fostered equine if all of the requirements and criteria of a SHR Adopter are met or exceeded.
- remove and relocate the equine to another farm/facility within a reasonable amount of time, not to exceed 30 days upon receiving notice from the Foster to do so

III. Disclosures of Information and Disclaimers by SHR

- The equine is being fostered "AS IS". SHR makes no representations as to the completeness or accuracy of any information presented to the Foster. SHR specifically disclaims any and all warranties, implied or otherwise, as to the equine and its health, soundness, condition, or suitability for any particular activity.

IV. Limitations on Possession and Use of Equine by Foster

_____ (initial) Foster shall not undertake to keep the listed equine at a different location

_____ (initial) Foster shall not give permission, authorize, or otherwise request for the listed equine to be euthanized, unless because of a life-threatening emergency where the equine is suffering, future quality of life is questionable, or there is no life-saving treatment available and all aspects of the situation are documented in veterinary records accessible and obtainable by SHR, without the prior expressed permission of a SHR Board of Directors Officer at any time.

_____ (initial) Foster agrees to never to sell, give away, rehome, relocate without prior permission from a SHR Board of Directors Officer, breed, race, neglect, abuse, or cause with intent or negligence to become injured, ill, or deceased this equine. Foster acknowledges that doing so would be in violation of this contract and will result in criminal and/or civil litigation against the foster and all parties involved or having knowledge of the act or omission resulting in the breach of contract.

_____ (initial) Foster agrees that if the equine is being fostered as a result of a seizure pursuant to a criminal investigation by animal control or law enforcement authorities and being processed through the judicial system that they will not attempt ride, drive, train (unless correcting a dangerous behavior or improving upon the behavior and handling of the equine for necessary measures such as leading safely, hoof care, veterinary care), trailer load and haul (unless it is a life-threatening emergency), alter if reproductively intact, decrease the length of tail or mane (unless justified by a veterinarian to be causing undue pain, stress, or other medical complications), neglect, abuse, cause with intent or negligence to become injured, ill, or deceased this equine. Foster agrees the equine will be safely fostered and handled only for the purposes of feeding, farrier care, veterinary care, necessary grooming, relocating in hand from one location to another on the same property, and basic care and management in accordance with the guidelines set forth by the seizing authority and SHR.

_____ (initial) Foster agrees if the equine is being fostered as a result of owner surrender and ownership has been transferred to SHR then Foster agrees to abide by the guidelines presented by SHR for the care and handling of the fostered equine until such time the equine is adopted, voluntarily released, or involuntarily removed by SHR from the (See Attached Guidelines)

_____ (initial) Foster agrees and understands that a fostered equine designated as "companion only" is not to be ridden or driven at any time by any person. In addition, the Foster acknowledges that any other restrictions pertaining to the fostered equine must be strictly adhered to including, but not limited to, weight limit of rider, duration or type of exercise or riding, and stabling during specific weather conditions.

V. Duties and Obligations of Foster

_____ (initial) Foster hereby releases and agrees to hold SHR, its employees, volunteers, agents, directors, members, successors and assigns from any claim, liability or cause of action arising out of or in any way related to, the fostering of or interaction with this equine. Foster further agrees that SHR cannot be held responsible for any unforeseen health problems, injuries or accidents occurring in or to the listed equine or any damages, injury, or death caused by the listed equine.

_____ (initial) Foster agrees to maintain a reasonably appropriate and safe environment for the equine, including, but not limited to, a minimum of one three-sided shelter with roof, secure fencing (no barbed wire), a minimum of ½ acre of daily turnout space, and individual or monitored feeding area.

_____ (initial) Foster agrees to manage the overall health and welfare of the equine within the parameters set forth in this agreement, including, but not limited to, recommended and appropriate veterinary and farrier care, sufficient amount of feed and hay available for consumption in order to maintain an ideal body weight and condition, free access to clean water at all times, humane handling and care, and any specialty care required or recommended by a veterinarian. The equine's body condition, once an ideal weight is reached, will be maintained at a 5/9 or 6/9 on the Henneke Body Condition Scale, which is considered "ideal" body condition without the visible appearance of ribs, hip bones, and other skeletal landmarks due to lack of fat and/or muscle. Should the equine's body condition score fall below 5/9, veterinary care will be immediately sought and the equine shall receive regular veterinary attention to restore body condition to an ideal score.

_____ (initial) Foster agrees to allow a representative of SHR to inspect the property where the fostered equine will be housed and confined at any time and further acknowledges and understands this foster agreement could be revoked if all standards of care are not met.

_____ (initial) Foster agrees to provide regular veterinary and farrier care for the equine in accordance with the guidelines set forth by SHR and not without prior approval from an SHR Board of Directors Officer. I agree to follow a vaccination schedule deemed appropriate by my veterinarian. I grant SHR and its agents my permission to obtain veterinary and hoof care records pertaining to this equine to verify the equine's receipt of proper veterinary and farrier care.

_____ (initial) Foster will allow SHR to enter the premises where the fostered equine is living at any time in order to ensure their standard of care. Entry upon premises for this purpose shall not constitute as trespassing.

_____ (initial) Foster agrees that SHR has the right and permission to send a veterinarian or farrier of their choice to examine, evaluate, and treat the fostered equine at any time during the lifetime of the horse.

_____ (initial) Foster agrees that SHR has the right and permission to remove the fostered equine if it is believed that the equine is not being cared for as described in this agreement. Entry upon the premises for such purposes shall not constitute as trespassing, provided a minimum of 24 hours written notification has been given. If warranted a law enforcement officer may accompany the SHR representative at their discretion to retrieve the equine and any property or paperwork belonging to SHR. If the SHR representative is not successful in retrieving the equine due to the fault of the Foster then legal action, criminal or civil, will be pursued.

_____ (initial) Foster agrees that all documents, pertaining to the fostered equine, that were given to the foster will also be returned to SHR.

_____ (initial) Foster agrees to notify SHR as follows:

- provide written update, including a current photographic image, every thirty days from the date of the equine's arrival for the duration of foster period if the equine was seized by animal control or law enforcement or is evidence in an investigation
- provide a written update, including a current photographic image, every thirty days for the first six months after the arrival of the equine, then every six months thereafter if the equine was surrendered by the owner with ownership having been legally transferred to SHR.
- after the first six months following the equine's arrival, Foster agrees to provide copy of an invoice from a veterinary practice for preventative and routine healthcare no less than annually until the equine's relocation.
- if the equine will be moved from the location specified on this contract, Foster will notify SHR of their intentions no less than 14 days prior to relocation unless exigent circumstances exist. SHR reserves the right to inspect the new location and approve or deny relocation based on the requirements listed herein with strong consideration being that of the equine's safety and well-being. All standards of care in this contract must continue to be met at the new location.
- if the equine has been injured or is sick to the point of requiring veterinary care off site at a veterinary clinic, specialty clinic, or major veterinary hospital (for example: North Carolina State University College of Veterinary Medicine – Veterinary Hospital)
- if the equine has died

_____ (initial) Foster understands that should they become unable or unwilling to care for the listed equine as set forth in this agreement, they will immediately notify SHR and allow SHR no less than 30 days to take possession of the fostered equine. The Foster has the right to return the fostered equine to SHR at any time for any reason. If the Foster is unable to transport the equine themselves, SHR will arrange for transport of the fostered equine. If transport arrangements are made by the Foster, any expenses incurred for transport will be the sole responsibility of the Foster.

_____ (initial) Foster acknowledges that should they receive a citation for any criminal offense related to animal abuse, or be charged with any such offense, or have any substantiated reports of animal neglect or abuse filed against them personally or the equine's caretakers or the facility/farm where the equine is located the Foster shall immediately notify SHR of such occurrences.

_____ (initial) Foster agrees to provide to SHR proof upon request that the obligations within this agreement have been met. Failure to provide such proof within 10 business days of the request is a material breach of this agreement.

_____ (initial) Foster agrees to pay all attorney's fees, legal fees, court costs, and any other related expenses incurred by SHR in connection with the enforcement of SHR's rights under this agreement and in the event this contract is breached requiring criminal or civil litigation and/or forwarded to an attorney for enforcement. This agreement shall be interpreted under the laws of the State of North Carolina. Any litigation under this agreement shall be resolved in the trial courts of Cumberland County, State of North Carolina.

_____ (initial) Foster understands that this fostered equine does not qualify as personal property. The Foster, as specifically designated by the signature below, is the sole foster and this equine cannot be considered personal property in the event of a divorce or any other justifiable or non-justifiable action. In the event of my death my heirs shall return the equine to SHR. If heirs meet the necessary qualifications, including but not limited to those listed in this contract, for foster upon the death of the Foster they will be given first right of refusal regarding fostering the equine.

To further assist and support SHR's mission, not only physically but financially, the Foster agrees to accept responsibility for the payment of the following expenses without reimbursement and will notify SHR immediately of any changes (circle one and initial):

- All / Partial / None _____ (initial) Feed (Grain)
- All / Partial / None _____ (initial) Hay (Baled, Chopped, etc.)
- All / Partial / None _____ (initial) Farrier
- All / Partial / None _____ (initial) Veterinary Care
- All / Partial / None _____ (initial) Specialty Care (chiropractic, acupuncture, alternative therapies, etc.)
- All / Partial / None _____ (initial) Emergency Medical Care
- All / Partial / None _____ (initial) Supplements
- All / Partial / None _____ (initial) Dewormers and Medications

VI. Waiver of Rights, Release, and Voluntary Assumption of Risks by Foster

The purpose of this portion or this EFA is to limit the potential legal liability of the SHR, and its officers, directors, members, donors and foster care providers for injuries and damages arising out of the foster, possession, or use of the listed equine to the full extent permitted by the laws of the state of North Carolina. The parties agree that the language below is to be interpreted to give full effect to its stated purpose.

"Equestrian activities (riding, driving, training, etc.) are classified as rugged adventure recreational sport activities. There are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. No equine is a completely safe, child-safe, "bomb-proof", "dead broke" equine. Equines are typically larger, more powerful, and faster than humans. A human's reaction time to an event or threat of an event is an estimated 1.6 seconds and the same reaction time for an equine is 0.6 seconds, therefore often a human cannot escape, avoid, or defend themselves against any action taken by an equine whether accidental or intentional. The jaw of an average equine can apply approximately 500 PSI (pounds per square inch) of force during a bite, which can ultimately result in severe traumatic injury to a human's body or death depending on the location and extent of the bite. If a rider falls from a riding position (on top of the equine's back) to the ground it will generally be at approximately 4 to 10 feet (from the rider's head to the ground), and the impact may result in serious injury to or death of the rider. Equestrian activities are the only activities in which one much smaller, weaker predator animal (the human), tries to control and become one unit of movement with another much larger, stronger prey animal (the equine), with each having limited understanding of the other. If an equine is frightened or provoked it may divert from its training and routine behavior and act according to its innate and natural

survival instincts which may include, but are not limited to: stopping short, changing direction or speed at will, shifting its weight from side to side, bucking, rearing, biting, kicking, stomping, charging, bumping, or running from danger. These risks exist for any person around an equine, whether mounted or on the ground. Foster acknowledges these risks and states that Foster is not relying on the SHR to advise Foster of all the risks. Foster acknowledges that wearing a properly fitted and secured equestrian riding helmet which meets or exceeds the quality standard of the SEI Certified ASTM Standard F 1163 while riding, driving, mounting, dismounting and being near equines may reduce the severity of some of the wearer's head injuries and possibly prevent death occurring as the result of a fall or other occurrences but there are no guarantees."

In consideration of SHR allowing Foster to possess and use the listed equine, Foster agrees to release the SHR and its officers, directors, members, donors, foster care providers, insurers and others acting on their behalf (collectively SHR), of all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to SHR's ordinary negligence; and Foster does further agree that except in the event of SHR's gross negligence or willful and wanton misconduct, Foster, Foster's family, heirs, invitees, guests, and agents and licensees waive all rights which may otherwise arise from any injury and shall not bring any claims demands, legal actions or causes of action against the SHR for any economic or non-economic losses due to bodily injury, death, or property damage arising out of or related to the listed equine.

_____ (initial) Foster shall indemnify SHR and the donor of the fostered equine for any damage or injury to property or persons caused by or secondary to any action related to the listed equine and furthermore knowingly and voluntarily assumes all risks associated with the fostered equine, including but not limited to inherent risks and the risks of negligence by the SHR, its officers, directors, members or donors or foster care providers.

_____ (initial) Foster understands that their knowledge and voluntary assumption of these risks is a defense under North Carolina law to any claim for injury or damage and a bar to recovery.

VII. Termination

SHR may terminate this EFA upon any material breach by Foster of any provision of this EFA. If not terminated sooner, this EFA shall terminate upon the death of the Foster or the listed equine, transfer of ownership in accordance with SHR guidelines and written agreement, or upon SHR taking possession of the listed equine from Foster.

VIII. Legal

The law the state of North Carolina shall govern this agreement, and the rights and obligations of the parties to it. The parties specifically consent to the jurisdiction of the courts of North Carolina for any matter arising care under. The Foster specifically agrees that Scotland County, North Carolina shall be the exclusive venue for any legal action arising out of or relating to this agreement. This agreement may be modified or amended only by a writing signed by all parties hereto. The invalidity or unenforceability of any portion of this agreement shall not affect the validity or enforceability of any other portion. This agreement contains the entire agreement of the parties.

WARNING

UNDER NORTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING EXCLUSIVELY FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. CHAPTER 99E OF THE NORTH CAROLINA GENERAL STATUTES.

By signing this Equine Foster Agreement, I declare that all of the information that I have submitted to be the truth, to the best of my knowledge, and if found to be fraudulent, I could be held liable for any punitive damages or monetary compensation and that I will be denied approval of foster and/or revocation of foster with immediate seizure of the listed equine from your care, custody, and control will be initiated. I have read and understand the above terms of this contract and agree to all of them.

Foster's Name (Print): _____

Foster's Signature: _____

Date: _____

SHR Representative: _____ Print

Signature _____

Date _____