



*Sandhills Horse Rescue*  
PO Box 903  
Spring Lake, North Carolina 28390  
[www.SandhillsHorseRescueNC.com](http://www.SandhillsHorseRescueNC.com)  
[SandhillsHorseRescue@gmail.com](mailto:SandhillsHorseRescue@gmail.com)

## **Animal Services Seizure Assistance Agreement**

This Animal Services Seizure Assistance Agreement (hereafter referred to as Assistance Agreement) is made this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Sandhills Horse Rescue (hereafter referred to as SHR) and \_\_\_\_\_ (hereafter referred to as Seizing Agency / Department). The purpose of this Assistance Agreement is to grant to SHR the right to temporarily accept into their care, custody, and control an equine or equines, upon being seized by an Animal Control / Animal Services department, Law Enforcement Agency, or other authority having jurisdiction that is sworn to obtain and enforce a Search Warrant and submit an Inventory of Items Pursuant to a Search in accordance with the laws of the State of North Carolina. The equine(s) described on the attached SHR Intake Form(s) are to be fostered and/or rehabilitated by SHR in accordance with, and subject to, the terms of this agreement.

### ***I. Initial SHR Foster***

**Name (first, middle, last, suffix) -** \_\_\_\_\_

**Physical Address -** \_\_\_\_\_

**County of Residence -** \_\_\_\_\_

**Mailing Address -** \_\_\_\_\_

**Primary Phone # -** \_\_\_\_\_ **Alternate Phone # -** \_\_\_\_\_

**Email -** \_\_\_\_\_

**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 -** \_\_\_\_\_

**Primary Phone # -** \_\_\_\_\_ **Alternate Phone # -** \_\_\_\_\_

### ***II. Duties of SHR***

Upon execution of this Assistance Agreement, SHR agrees:

- to disclose all known information, both favorable and unfavorable, to Seizing Agency / Department verbally or in

writing relating to the equine being fostered on no less than a weekly basis until such time that ownership is legally transferred to SHR.

- to provide and maintain, within a reasonable expectation, a safe and secure foster facility 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.
- to provide, within a reasonable expectation, a knowledgeable and experienced foster capable of providing continued care, monitoring, and management of the equine(s) based on the equines current condition, needs, behavior, and information provided by the Seizing Agency / Department.
- to provide the Seizing Agency / Department contact information for a SHR representative and the Foster
- to take initial financial responsibility for all expenses, except those being directly paid for by the Seizing Agency / Department, with the understanding that reimbursement of all expenses will be either paid by the Seizing Agency / Department or County having jurisdiction or requested as a condition of the court order pending the disposition of the criminal or civil animal cruelty case.
- to provide daily care and management in accordance with the guidelines recommended by the North Carolina Horse Council and the American Association of Equine Practitioners for medically stable equines.
- to provide daily care, monitoring, and management in accordance with the University of California at Davis Refeeding Program and the directions of SHR's Advisory Veterinarian for severely emaciated or medically unstable equines.
- to provide routine and emergency veterinary examinations and treatments (by a licensed equine veterinarian) necessary to sustain life and/ or end suffering within the perimeters set forth in this Assistance Agreement
- to provide Seizing Agency / Department with non-emergency and emergency contact information for SHR's advisory veterinarian and farrier

Advisory Veterinarian: Dr. Lisa Kivett, Foundation Equine Clinic  
325 Valhalla Road, Southern Pines NC 28387  
910-992-8225 Clinic / 910-315-0482 After Hours

Preferred Farrier: Chad Holmes, CJF Horseshoeing  
West End, North Carolina  
910-603-5106

- 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.
- to allow an authorized representative from the Seizing Agency / Department to enter the premises where the equine(s) is/are located at any time to ensure the standards of care are being met. Entry upon premises for this purpose shall not constitute as trespassing but shall be upon no less than 24-hour notice.
- that the Seizing Agency / Department has the right and permission to send a veterinarian or farrier of their choice to examine, evaluate, and treat the fostered equine(s) until such time that ownership of the equine(s) has been transferred.
- that the Seizing Agency / Department has the right and permission to remove the fostered equine(s) if it is their belief that the equine(s) is/are 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.
- not to sell, give away, rehome, permanently relocate, breed, race, or compete the equine(s) until ownership of the equine(s) is legally transferred from the Seizing Agency / Department or County having jurisdiction to SHR and the transfer is documented.
- not to neglect, abuse, or cause with intent to become injured, ill, or deceased the equine(s). SHR acknowledges that doing so would be in violation of this Assistance Agreement and may result in criminal and/or civil litigation against SHR and all parties involved or having knowledge of the act or omission resulting in the breach of agreement.
- 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 or approved relocation), 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 to become injured, ill, or deceased.
- the equine(s) 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 in writing by the Seizing Agency / Department and SHR.
- to refrain from permitting, authorizing, or otherwise requesting the fostered equine 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, without the prior expressed permission of a representative of the Seizing Agency / Department. All aspects of the situation are to be documented in detail in veterinary records and be immediately accessible and obtainable by SHR, and the Seizing Agency / Department.

- to attempt to call and text each contact number, provided by the Seizing Agency / Department, no less than twice within a ten-minute period to inform a representative of the Seizing Agency / Department an emergency with equine(s) being fostered to obtain approval for diagnostics and treatment or euthanasia if warranted. If no contact can be made within the ten-minute period, a decision for diagnostics and treatment plan, or euthanasia will be discussed between the SHR Foster, SHR Board of Directors member, and the attending veterinarian and the equine will be triaged and treated appropriately to sustain life without suffering or will be humanely euthanized if there is no medical remedy to ease or eliminate the suffering and death is the most humane option based on the monetary limitations of the Seizing Agency / Department, and the welfare of the equine. During triage and treatment, additional attempts to contact a representative of the Seizing Agency / Department will continue as the situation allows without interfering with the medical management of the equine.
- not to remove and relocate the equine to another farm/facility without notifying the Seizing Agency / Department prior to the transport, unless in the presence of a medical emergency or emergency evacuation.
- to transport any euthanized equine to Rollins Diagnostic Laboratory for a necropsy within 12 hours of death at the expense of the Seizing Agency / Department. Necropsy report is a valuable addition to a case file when trying to prove neglect or abuse and should be included whenever possible.

### **III. Duties and Obligations of Seizing Agency / Department**

Upon execution of this Assistance Agreement, Seizing Agency / Department agrees:

- to and understands the policy that SHR will only foster seized equines if a Petition for Bond is sought and awarded to the agency or department handling the cruelty investigation
- to file a Petition for Bond for expenses incurred for the care and management of the fostered equine(s).
- that the money received, all or in part, from the Petition for Bond will be used to reimburse SHR for expenses incurred related to the care and management of the fostered equine(s).
- to release 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 the equine(s).
- to acknowledge that SHR cannot be held responsible for any unforeseen health problems, injuries or accidents occurring in or to the fostered equine(s) or any damages, injury, or death caused by the fostered equine(s).
- that should SHR become unable or unwilling to care for the seized equine(s) as set forth in this agreement, the Seizing Agency / Department will immediately plan to remove the equine(s) from the custody of SHR and have the relocation completed no more than 30 days after being notified.
- that SHR can return the fostered equine(s) to the Seizing Agency / Department at any time for any reason.
- that if SHR is unable to transport the equine(s), the Seizing Agency / Department will arrange for transport of the fostered equine(s). If third-party for-hire transport arrangements are made by SHR, any expenses incurred for transport will be the sole responsibility of the Foster.
- 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.
- to pay all attorney's fees, legal fees, court costs, and any other related expenses incurred by SHR relating to 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.

To further assist and support SHR's mission, not only physically but financially, the Seizing Agency / Department or County having jurisdiction agrees to accept financial responsibility for the payment of or reimbursement for the following expenses 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 therapy, etc.)
- All / Partial / None \_\_\_\_\_ (initial) Emergency Medical Care
- All / Partial / None \_\_\_\_\_ (initial) Supplements
- All / Partial / None \_\_\_\_\_ (initial) Dewormers and Medications

**VII. Termination**

SHR may terminate this Assistance Agreement upon any material breach by the Seizing Agency / Department of any provision of this Assistance Agreement. If not terminated sooner, this Assistance Agreement shall terminate upon the death of the fostered equine, transfer of ownership, repossession of the equine(s) by the Seizing Agency / Department.

**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. All parties specifically agree that Cumberland County, North Carolina shall be the exclusive venue for any legal action arising out of or relating to this Assistance 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 Assistance Agreement, I declare that all 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. I have read and understand the above terms of this contract and agree to all of them.

Seizing Agency / Department Representative's Name (Print):

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Seizing Agency / Department Representative's Name (Signature):

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Position / Title: \_\_\_\_\_

Date: \_\_\_\_\_

SHR Board of Directors Member Name (Print):

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SHR Board of Directors Member Name (Print):

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Position / Title: \_\_\_\_\_

Date: \_\_\_\_\_