



FOSTER CARE CONTRACT

Horses At Heart

A Whatcom County Non-Profit Horse Rescue

THIS AGREEMENT is made this _____ day of _____, 20_____, by and between Horses At Heart, and _____, hereinafter referred to as "Foster Caregiver".

1. I, _____, as the aforementioned Foster Caregiver, agree to foster and care for _____, (hereinafter referred to as "Fostered Animal")

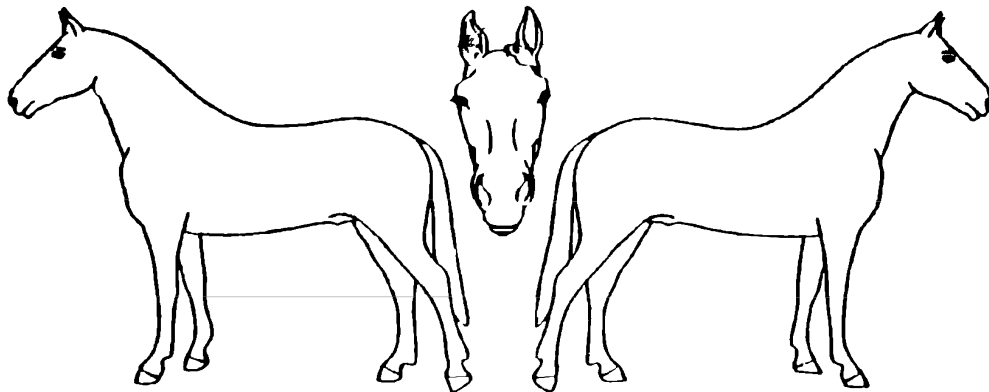
2. Foster Animal Description:

Breed (approx. if unknown): _____

Age (approx. if unknown): _____ Sex: _____ Height: _____ Weight: _____

Color: _____

Markings/Tattoos/Scars (illustrate on diagram below): _____



3. The Foster Caregiver has two (2) options for feeding of the Fostered Animal (please select one):

a. _____ Foster Caregiver will pay for and provide the necessary feed for the Fostered Animal. The Foster Caregiver will be entitled to claim a Tax Deduction while providing care for the Fostered Animal.

b. _____ Horses At Heart will provide the Foster Caregiver with necessary feed for the Foster Animal (this option is dependent on the Foster Caregiver having adequate storage for hay and grain).

PLEASE NOTE: Each horse will be evaluated for its individual nutritional needs prior to being placed in a Foster Home. Some horses will require additional supplements and/or specialized feed.

4. The Foster Caregiver has three (3) options for routine and emergency veterinary care (please select one):

a. _____ Foster Caregiver will pay for routine veterinary and emergency care.

b. _____ Foster Caregiver will pay for routine veterinary care only.

c. _____ Horses At Heart will pay for routine veterinary and emergency care and these services shall only be performed by Kulshan Veterinary Hospital or their direct referrals.

Initial Here: _____

The Foster Caregiver shall notify Horses At Heart prior to making a routine veterinarian care appointment for the Foster Animal. The Foster Caregiver shall notify Horses At Heart of the need for the Foster Animal to receive veterinarian emergency care within 24 hours of the date and time for which care was administered.

The following is the Foster Caregiver's **veterinary** care provider:

Name: _____ Company: _____
Address: _____ City, State, Zip: _____
Phone Number: _____ Cell Phone: _____

5. The Foster Caregiver has three (3) options for routine and emergency farrier care (please select one):
- _____ Foster Caregiver will pay for routine farrier and emergency care.
 - _____ Foster Caregiver will pay for routine farrier care only.
 - _____ Horses At Heart will pay for routine farrier and emergency care and these services shall only be performed by their designated farrier.

The Foster Caregiver shall notify Horses At Heart prior to making a routine farrier care appointment for the Foster Animal. The Foster Caregiver shall notify Horses At Heart of the need for the Foster Animal to receive farrier emergency care within 24 hours of the date and time for which care was administered.

The following is the Foster Caregiver's **farrier** care provider:

Name: _____ Company: _____
Address: _____ City, State, Zip: _____
Phone Number: _____ Cell Phone: _____

6. At the time of foster Horses At Heart will provide the Foster Caregiver with necessary health records for the Fostered Animal (that are known to Horses At Heart) along with guidelines to properly care for and feed the Fostered Animal. Animals fostered from the Horses At Heart include no guarantees regarding soundness, temperament, or general condition. The Foster Caregiver understands that the Fostered Animal may have some health limitations due to previous instances of abuse or neglect. Foster Caregiver recognizes and agrees to hold harmless Horses At Heart, its heirs or assigns forever, for any damage or injury to property or persons by the Fostered Animal.
7. The Foster Caregiver will care for and maintain the Fostered Animal in strict accordance with the care guidelines provided by Horses At Heart. Such required care and maintenance shall include, but shall not be limited to, the following: providing the Fostered Animal with adequate and proper quantities of wholesome feed and fresh water, safe and adequate shelter, which shall include at least a stall or run-in shed and turnout area; proper, adequate, and regular exercise; appropriate hoof care no less often than every seven to ten weeks, any required veterinary attention, including yearly vaccinations for EWT, Rhino, Flu, Tetanus, West Nile Virus, and any other diseases for which vaccines may be generally recommended in the State of Washington from time to time, and treatment as preventive care against parasites such as de-worming based on our veterinarians recommendation

Horses At Heart requires receipts for proof of any and all of the above required actions within fifteen (15) business days of performance of these actions. Should the Foster Caregiver fail to provide to Horses At Heart such proof within fifteen (15) business days after such services are performed, then the Foster Caregiver shall be considered in material breach of this Agreement, thereby rendering Horses At Heart's obligation to allow continued possession of the Fostered Animal null and void, and rendering this Agreement terminated.

Initial Here: _____

8. The Foster Caregiver agrees to advise the Horses At Heart of the place where the Fostered Animal will be kept, and further agrees that a representative of Horses At Heart may make unannounced visits at any time to any location where the Fostered Animal is located to confirm that the care required in Section 6 is being provided. This Agreement authorizes Horses At Heart to enter such property to make unannounced visits.
9. In the event that the Foster Caregiver should desire to move the Fostered Animal from the initial facilities of the Fostered Animal to a different facility after the Foster Caregiver assumes possession of the Fostered Animal, the Foster Caregiver agrees to notify Horses At Heart at least thirty (30) business days prior to the proposed move of the proposed new location of such new facilities for the Fostered Animal. Any new location of the facilities must be expressly approved by Horses At Heart prior to the Fostered Animal being moved to the location of such new facilities.
10. The Foster Caregiver agrees that under no circumstances will the Fostered Animal be used for breeding or racing purposes.
11. The Foster Caregiver explicitly understands and acknowledges that horses, as living creatures, defy predictability. Therefore, the Foster Caregiver agrees that Horses At Heart is released of any and all liability arising from, and relating to, acts of the Fostered Animal while in the care of the Foster Caregiver.
12. Neither the Foster Caregiver, members of their family, or friends/acquaintances may ride the Fostered Animal without written permission from Horses At Heart and a signed release of liability for each and every person engaged in riding the Fostered Animal. Horses At Heart requires that all riders wear protective headgear and proper footwear when handling or riding the Foster Animal. The Foster Caregiver understands that there may be limitations as to the type of riding appropriate for the Fostered Animal. The Foster Caregiver agrees to ride the Fostered Animal only in accordance with those limitations. Foster Caregiver recognizes and agrees to hold harmless Horses At Heart, its heirs or assigns forever, for any damage or injury to property or persons by the Fostered Animal.

_____ The Fostered Animal is **not** to be ridden while in Foster Care.

_____ The Fostered Animal may be ridden while in Foster Care, if a Liability Waiver has been submitted for each person who will be riding the Fostered Animal.

13. While the Fostered Animal is in the care of the Foster Caregiver, and provided that there is no negligence on the part of the Foster Caregiver to care for the Fostered Animal as outlined by Horses At Heart in this Agreement, the Foster Caregiver shall not be liable for any sickness, disease, theft, death, or injury suffered by the Fostered Animal, nor any other cause of action arising from or connected with the care of the Fostered Animal. All risks are assumed by Horses At Heart. All costs for such shall be the responsibility as agreed upon in Section 4.
14. The Foster Caregiver agrees to notify Horses At Heart immediately upon the discovery of any medical problem, including minor medical problems that are usual and incident to regular equine maintenance. The Foster Caregiver, under no circumstances, shall cause the Fostered Animal to be euthanized or otherwise humanely destroyed without first consulting Horses At Heart and it's veterinarian. The Foster Caregiver agrees to notify Horses At Heart immediately upon the death of the Fostered Animal, and to provide Horses At Heart the veterinary certification as to the cause of the Fostered Animal's death within five (5) business days after such death.
15. If for any reason the Foster Caregiver is unable or unwilling to care for the Fostered Animal as set forth in this Agreement, Foster Caregiver will immediately so notify Horses At Heart and allow Horses At Heart up to thirty (30) days to retain possession of the Fostered Animal.

Initial Here: _____

Transportation to Horses At Heart will be at the expense of Horses At Heart. No other extraneous charges or costs incurred by the Fostered Animal before repossession by Horses At Heart will be liable to Horses At Heart. Under no circumstances shall the Foster Caregiver attempt to, or purport to, sell, trade, abandon, transfer or otherwise give the Fostered Animal away. Such actions will result in immediate termination of this Agreement. Should the Fostered Animal be returned to Horses At Heart due to termination of this contract, no money will be reimbursed to the Foster Caregiver, except for reimbursable expenses as noted above. Under no circumstances shall the Fostered Animal be sold for slaughter.

16. Foster Caregiver agrees to allow potential adopters of the Foster Animal reasonable access to the Foster Animal for purposes of reviewing and/or riding. In the case of the Foster Animal being placed in an adoptive home, Horses At Heart agrees to give a minimum of five (5) days notice to Foster Caregiver. Transportation from the foster home will be expense of Horses At Heart or the Adopter.
17. Foster Caregiver agrees to pay any and all reasonable attorney's fees and all court costs of Horses At Heart in the event any matter arising under this Agreement is forwarded to any attorney for enforcement of Horses At Heart's rights and remedies under this Agreement.
18. In the event Horses At Heart determines the Foster Caregiver is in breach of any term of this Agreement, or becomes aware of the Foster Caregiver's involvement with any humane society or animal control agency, which involvement resulted in a warning or citation for the inhumane treatment of any animal or the Fostered Animal, this Agreement shall be considered null and void. Upon the Agreement being considered null and void, Horses At Heart may enter onto the premises and into the facilities where the Fostered Animal is being kept and may retake possession of the Fostered Animal with no liability. In the event this Agreement is rendered null and void by the Foster Caregiver's breach of any term of this Agreement, the Foster Caregiver shall not be entitled to any reimbursement of any funds whatsoever directly related to the Foster Caregiver's possession of the Fostered Animal. Failure of Horses At Heart to take the action authorized above does not waive Horses At Heart's right to take such action at any time including, but not limited to, any subsequent breach by the Foster Caregiver of this Agreement.
19. This Agreement and the rights and obligations of the parties hereto shall be subject to and shall be construed and interpreted under the laws of the State of Washington. The parties hereto shall also consent to jurisdiction of the courts of Washington State for all purposes and any disputes arising hereunder.
20. This Agreement shall not be modified or amended except by a writing signed unanimously by all the parties hereto.
21. If any term of this Agreement, or the application thereof, to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term shall be valid and enforceable to the fullest extent permitted by law.
22. This Agreement is not an Agreement of Possession. Accordingly, this Agreement does not transfer any title to or ownership interest in the Fostered Animal. Therefore, at all times, Horses At Heart retains ownership rights in and title to the Fostered Animal.
23. The Foster Caretaker understands that should they desire to adopt the Fostered Animal the Foster Caregiver will need to submit an Adoption Application along with all standard Horses At Heart adoption documents, to be reviewed and approved by Horses At Heart, as well as pay the set Adoption Fee on the Fostered Animal.

Initial Here: _____

The Foster Caretaker acknowledges the following statements by signing this Contract.

I hereby accept and will abide by the above Agreement and conditions contained herein.

Signature of Foster Caretaker

Date

Printed Name of Foster Caretaker

Street Address of Foster Caretaker:

Address: _____

Phone Number: _____

City, State, Zip: _____

Cell Phone: _____

Address of Location where Foster Animal is to be kept (if different than above Street Address):

Address: _____

City, State, Zip: _____

Additional Contact Information:

E-mail Address: _____

Additional Phone: _____

Signature of Horses At Heart Representative

Date

Printed Name of Horses At Heart Representative

Horse At Heart

360-393-9951

360-941-3250

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