

Horse Helpers of the High Country

Equine Foster Contract

A 501(c)3 Non Profit Horse Rescue Organization
1199 Odes Wilson Rd.
Zionville, NC 28698
HorseHelpersNC@gmail.com / 828-297-1833

This Foster Agreement (this "Agreement") is entered into this ____ day of _____, 2010, by and between HORSE HELPERS, INC., a North Carolina non-profit corporation located at 1199 Odes Wilson Rd., Zionville, NC, 28698 ("HORSE HELPERS") and _____ (the "Fosterer"), domiciled at _____ . For and in consideration of the rights, obligations and duties set forth, and other valuable consideration, the receipt and sufficiency which is hereby acknowledged, the parties agree as follows:

1. **Fostered Animal.** Fosterer agrees, pursuant to the terms and conditions of this Agreement, to provide care for that equine known as "_____" (the "Fostered Animal"), approximate age _____, sex _____, breed _____, color _____, markings _____ scars _____, tattoo(s) _____, approximate height (taped) _____, approximate weight (taped) _____ pounds, which Fostered Animal is currently owned by HORSE HELPERS. See Coggins Certificate issued for the Fostered Animal attached as Exhibit 1 for a visual illustration of the Fostered Animal and its markings and or tattoos.

2. **Transfer of Possession of Fostered Animal.** Continuing Conditions. HORSE HELPERS agrees to transfer possession of the Fostered Animal to Fosterer, subject to the conditions set forth in this Agreement. THIS AGREEMENT IS NOT AN AGREEMENT OF SALE BUT AN AGREEMENT OF POSSESSION. THIS AGREEMENT DOES NOT TRANSFER TITLE TO OR OWNERSHIP INTEREST IN THE ANIMAL. AT ALL TIMES, HORSE HELPERS RETAINS OWNERSHIP RIGHTS IN AND TITLE TO THE FOSTER ANIMAL. FOSTERER shall not abandon, sell, give away, lend, lease, sell for slaughter, remove from Fosterer's personal supervision or control, or move the Fostered Animal from the approved Shelter Facility (defined below) except for emergencies, shows, trail rides, or other temporary situations. **FOSTERER'S INITIALS:** _____

3. **Prohibited Uses.** FOSTERER AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE FOSTERED ANIMAL BE USED FOR BREEDING. **FOSTERER'S INITIALS:** _____

4. **Disclosure and Release.** Fosterer warrants and declares that Fosterer is aware of the following in connection with his/her foster of the Fostered Animal from HORSE HELPERS:

- (a) that animals are different from human beings in their responses to human actions;
- (b) that the actions of animals are often unpredictable;
- (c) that animals should be closely and carefully supervised when they are with or around children;
- (d) that the Fostered Animal's behavior may change after it leaves HORSE HELPERS' premises;
- (e) that animals in a new environment may act differently and Fosterer will afford the Fostered Animal adequate time (at least 7 days) to acclimate before being ridden if the Fostered Animal is rideable;
- (f) that any statements made by HORSE HELPERS regarding the Fostered Animal, either orally or within this Foster Agreement, are merely opinions and are made or given solely as a courtesy to those considering adopting an animal, and in no way amount to claims, representations, or warranties as to the condition, soundness, fitness for a particular purpose, temperament, health, or mental disposition of the Fostered Animal or the suitability or safety of the Animal;

(g) that Fosterer releases, discharges, indemnifies, and holds harmless HORSE HELPERS from and against any and all claims, liens, damages, losses, and causes of action which may be asserted by Fosterer and all third parties for injury or damage to all persons, property or thing whatsoever caused directly or indirectly by the fostered Animal. **FOSTERER'S INITIALS AS TO SECTIONS 5a-5g:** _____

5. General Foster Animal Care Requirements. Fosterer will, at Fosterer's sole risk, cost and expense, care for and maintain the Fostered Animal except in regard to veterinarian care, specifically including hoof care, feeding, and general maintenance and upkeep. Article 4 will be null should the Fostered Animal be neglected or abused:

HORSE HELPERS will provide Fosterer updated Care Guidelines as and when requested by Fosterer. Required care and maintenance of the Fostered Animal shall include, but shall not be limited to, the following:

(a) adequate and proper quantities of wholesome feed and fresh water, including but not limited to any specific items or supplements described in Section 5;

(b) Safe and adequate shelter, which shall include at least a stall or run-in shed; turnout area; adequate and safe fencing; proper, adequate and regular exercise;

(c) appropriate hoof care no less often than every six to eight weeks;

(d) required veterinary attention, including yearly vaccinations of Rabies, EWT, Rhino, Flu and any other diseases for which vaccines may be generally recommended;

(e) regular treatment as preventative care against parasites such as de-worming.

(f) HORSE HELPERS will require receipt of documentation of any and all the above required actions. Should Fosterer fail to provide HORSE HELPERS such documentation within five (5) business days after a request, Fosterer shall be considered in material breach of this Agreement.

6. Care Requirements Specific to the Fostered Animal. Fosterer specifically understands that the Fostered Animal may have health limitations due to previous abuse or neglect. Fosterer warrants that Fosterer has inspected the Fostered Animal and agrees to accept possession in the Fostered Animal's present "as is" condition. Fosterer acknowledges receipt from HORSE HELPERS of copies of the health records for the Fostered Animal as maintained by HORSE HELPERS since assuming title and/or care, custody and control of the Fostered Animal. Fosterer specifically acknowledges that HORSE HELPERS makes no representation or warranty to Fosterer about the health or temperament of the Fostered Animal or its suitability or safety for the purposes now or hereafter intended by Fosterer.

7. Location and Inspection of Fostered Animal. Fosterer shall at all times keep HORSE HELPERS informed in writing as to the location or facility where the Fostered Animal is sheltered (the "Facility").

HORSE HELPERS Inspection of Fostered Animal. Representatives of HORSE HELPERS may make unannounced visits to the Facility at any reasonable time to confirm that the Fosterer is complying with this Agreement.

Change in Location of Fostered Animal. Fosterer agrees to notify HORSE HELPERS at least ten (10) business days in advance of any proposed relocation of the Fostered Animal. During the term of this Agreement, each new Facility must be expressly approved by HORSE HELPERS prior to relocation of the Animal.

Death of Fostered Animal. Fosterer agrees to notify HORSE HELPERS immediately upon the death of the Fostered Animal, and if requested to provide HORSE HELPERS veterinary certification as to cause of death within five (5) business days after such death.

7. Termination of Agreement by Fosterer. If for any reason Fosterer is unable or unwilling to care for the Fostered Animal as set forth in this Agreement, Fosterer will immediately notify HORSE HELPERS. HORSE HELPERS will not be liable for any other extraneous charges or costs incurred by the Fosterer before

repossession. Should the Fostered Animal be returned to HORSE HELPERS, no monies will be reimbursed to Fosterer. **FOSTERER'S INITIALS** _____

8. Fostered Animal Medical Problems. The Fosterer agrees to notify HORSE HELPERS and a veterinarian immediately upon the discovery of any medical problem, except those minor medical problems that are usual and incident to regular horse/pony maintenance. These costs will be the responsibility of HORSE HELPERS and HORSE HELPERS should be notified of veterinarian care prior to the care being given. The Fosterer, under no circumstances, shall cause the Fostered Animal to be put down or otherwise humanely destroyed without the recommendation of a veterinarian. **Any long term or chronic illness should be brought to the attention of HORSE HELPERS.**

9. Miscellaneous Provisions.

Choice of Law. 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 North Carolina. The parties hereto shall also consent to jurisdiction of the courts of North Carolina for all purposes and for any disputes arising hereunder.

Modifications. This Agreement shall not be modified or amended except in writing and signed by ALL parties.

Severability/Rules of Construction. If any provision of this Agreement shall be held invalid, the other provisions hereof shall not be affected thereby and shall remain in full force and effect. Each party has fully considered, negotiated and participated in the drafting of this Agreement. Accordingly, if any ambiguity or question of intent or interpretation arises after the execution of this Agreement, then no presumption or burden of proof shall arise either favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

Assignment. Fosterer may not assign this Agreement and Fosterer's right as Fosterer hereunder without prior written consent of HORSE HELPERS, which may be withheld, in HORSE HELPERS' absolute discretion. Such assignment shall not relieve Fosterer of Fosterer's obligations under this Agreement in the absence of express written release from HORSE HELPERS.

Entire Agreement. This Agreement and all Exhibits, attachments, or Addenda represent the parties' entire agreement relating to the foster of Fostered Animal. All prior negotiations between the parties are merged into this Agreement and there are no other understandings or agreements regarding the foster of the herein referenced animal other than those incorporated herein.

Binding Effect. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of HORSE HELPERS and fosterer, its and their heirs, executors, administrators, successors and permitted assigns.

Exhibits. Any exhibits attached hereto constitute an integral part of this Agreement and are incorporated herein.

Fosterer:

Name **Signature**
Date: _____

Horse Helpers Representative:

Name **Signature**
Date: _____