

FOSTER CARE AGREEMENT

This Agreement is entered into between HEART of Tucson (“HEART”) and \_\_\_\_\_, (“Foster”), who agrees to provide temporary foster care for \_\_\_\_\_ (“Equine”), a horse owned by HEART.

1) IDENTIFYING INFORMATION FOR EQUINE

Name:\_\_\_\_\_ Sex:\_\_\_ Height:\_\_\_\_\_HH Weight:\_\_\_\_\_lbs.  
Breed:\_\_\_\_\_ DOB/Age:\_\_\_\_\_ Color:\_\_\_\_\_  
Identifying marks, scars, tattoos, registration numbers:\_\_\_\_\_

2) IDENTIFYING INFORMATION FOR FOSTER

Name of Foster:\_\_\_\_\_  
Street Address:\_\_\_\_\_  
City, State and Zip Code:\_\_\_\_\_  
Home Telephone:\_\_\_\_\_ Cell Phone:\_\_\_\_\_ Work Phone:\_\_\_\_\_  
Email:\_\_\_\_\_  
Emergency Contact Numbers:\_\_\_\_\_

3) DESCRIPTION OF FOSTER FACILITY

Private residence or boarding stable? (circle one)

If private residence, does foster own or rent? (circle one)

If foster rents property, please provide letter from property owner agreeing to allow Foster to keep Equine on the property. Letter will be attached to this Agreement, and will be incorporated herein by reference.

If boarding stable, please provide complete address, contact numbers and name of stable owner, manager or other responsible person in charge of boarding facility.

\_\_\_\_\_  
\_\_\_\_\_

4) INFORMATION PROVIDED BY HEART

HEART states that Equine, is in good condition to the best of our knowledge, except for the following:\_\_\_\_\_

\_\_\_\_\_

HEART states that the following vaccines and dewormers have been given to Equine on the dates indicated: \_\_\_\_\_

\_\_\_\_\_

HEART states that Equine has been Coggins tested negative: yes no (circle one)

HEART agrees to provide the following tack, supplies, medications or other items to Foster to use solely for the care of Equine: \_\_\_\_\_  
\_\_\_\_\_

HEART agrees to provide or pay for veterinary care, dental care and hoof care for Equine unless Foster chooses to pay for any such care as detailed below in this Agreement. In the event that negligence or intentional misconduct of Foster results in the need for veterinary care for the Equine, Foster agrees and understands that Foster shall be financially responsible for the costs of such veterinary care.

HEART makes no guarantees or warranties as to the condition, temperament, health, behavior or training of the Equine. HEART agrees to provide to Foster all information known to HEART as to the condition, health, temperament and history of Equine.

#### 5) RESPONSIBILITIES OF FOSTER

Foster understands and agrees to become a paid supporter of HEART before fostering Equine. Foster agrees and understands that the Equine remains the sole property of HEART, and Foster agrees not to sell, barter, give away, exchange or transfer Equine.

Foster agrees and understands that Equine may not be moved or relocated without prior notice to and the explicit permission of HEART.

Foster agrees and understands that at no time is Equine to be bred, or if Equine is a mare or jenny, at no time is Equine to be exposed to a stallion or jack.

Foster agrees to provide Equine with all necessary and wholesome food, clean and fresh water, any supplements and/or medications as HEART may require Equine to be given and outlined as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Foster agrees to pay for the costs of necessary veterinary, dental and hoof care as follows: (circle one):

Ordinary veterinary care: yes no

Dental care: yes no

Hoof care (trimming and/or shoeing): yes no

Emergency veterinary care: yes no

Foster agrees to provide humane treatment and care for the Equine. This care includes but is not limited to leading, daily exercise, cleaning hooves, grooming

and socialization with other horses and humans if safe and practicable.

Foster agrees that Equine is not to be ridden, driven, or used for any commercial purpose except as specifically outlined as follows: \_\_\_\_\_

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Foster understands and agrees to use only gentle, natural horsemanship methods to train and handle Equine, and to permit others handling and training Equine to use only gentle, natural horsemanship methods. Equine is never to be beaten, kicked or hit, nor is Foster to scream or yell at Equine or allow others to do so.

Foster agrees to notify HEART immediately if Equine becomes ill, colics, is injured or dies. Foster agrees not to euthanize Equine until HEART approves such euthanasia.

Foster agrees and understands that Equine may be made available for adoption by HEART at any time. Foster agrees and understands that Equine must be made available to be shown to prospective adopters under the direction and supervision of HEART upon twenty-four (24) hours notice to Foster by HEART.

Foster agrees and understands that representatives of HEART may visit the Equine upon reasonable notice to Foster.

Except in the case of an emergency, Foster agrees to notify HEART not less than two (2) weeks prior to returning Equine to HEART for any reason.

Foster agrees to contact HEART immediately by telephone to provide at least three (3) days notice if Equine is to be entrusted to the care of another person temporarily due to Foster leaving town, becoming ill or incapacitated.

Foster agrees to return all tack, equipment and other items loaned by HEART to Foster for the care of Equine in good, clean condition, subject to normal wear and tear. Foster agrees to pay HEART the cost of replacing any such items if such items are lost, stolen or damaged beyond normal wear and tear.

#### 6) TERMINATION OF FOSTER CARE AGREEMENT BY HEART

Foster agrees and understands that HEART may terminate this Agreement at any time for any reason without notice or compensation to Foster, and may take possession of Equine immediately upon termination of this Agreement by HEART. Foster agrees to cooperate with HEART to arrange a mutually satisfactory time for HEART to retrieve the Equine.

#### 7) NO LIABILITY

Foster and HEART agree that Foster is not liable for any injuries, illness, death

or disappearance of the Equine except if such injuries, illness, death or disappearance are caused by or arise out of intentional misconduct or gross negligence on the part of Foster.

8) ARIZONA LAWS CONTROL

The parties agree and understand that this Agreement is governed by the laws of the State of Arizona, including but not limited to the laws regarding the keeping and treatment of animals.

9) ENTIRE AGREEMENT

This Agreement and any Attachments thereto represents the entire agreement between the parties relating to the fostering of the Equine. All prior negotiations between the parties are merged into this Agreement and there are no other understandings or agreements between the parties regarding the fostering of the Equine other than those incorporated in this Agreement. Any modifications must be in writing and signed by both parties.

This Agreement is entered into on \_\_\_\_\_, 2010 at Tucson, Arizona.

\_\_\_\_\_  
JUDY GLORE, President  
HEART of Tucson

\_\_\_\_\_  
NAME  
Foster