

Foster Contract

Please print legibly. Fill out the application in its entirety.

This Foster Contract is between Black Diamond Rescue & Rehab Inc. (hereafter referred to as BDRR) and (Name)_____ (hereafter referred to as foster home) residing at:

Address: _____ City: _____

State: _____ Zip: _____ County: _____

Cell: _____ Alternate: _____

DL/ID #: _____ State: _____

This contract will remain in effect from the date of signatures until all equines owned by BDRR that are in the custody of the above foster home are removed from the foster home's care and returned back to BDRR.

Have you ever been charged with animal cruelty? _____

Do you currently or have you ever had a horse(s) before? _____

Will the horse be located at another address than the one posted above? _____

Address: _____ City: _____

State: _____ Zip: _____ County: _____

REFERENCE (Cannot be a family member)

Name: _____

Address: _____ City: _____

State: _____ Zip: _____ County: _____

Phone: _____ Years Known: _____

REFERENCE (Cannot be a family member)

Name: _____

Address: _____ City: _____

State: _____ Zip: _____ County: _____

Phone: _____ Years Known: _____

Veterinarian that you use:

Name: _____

Address: _____ City: _____

State: _____ Zip: _____ County: _____

Phone: _____

Farrier that you use:

Name: _____

Address: _____ City: _____

State: _____ Zip: _____ County: _____

Phone: _____

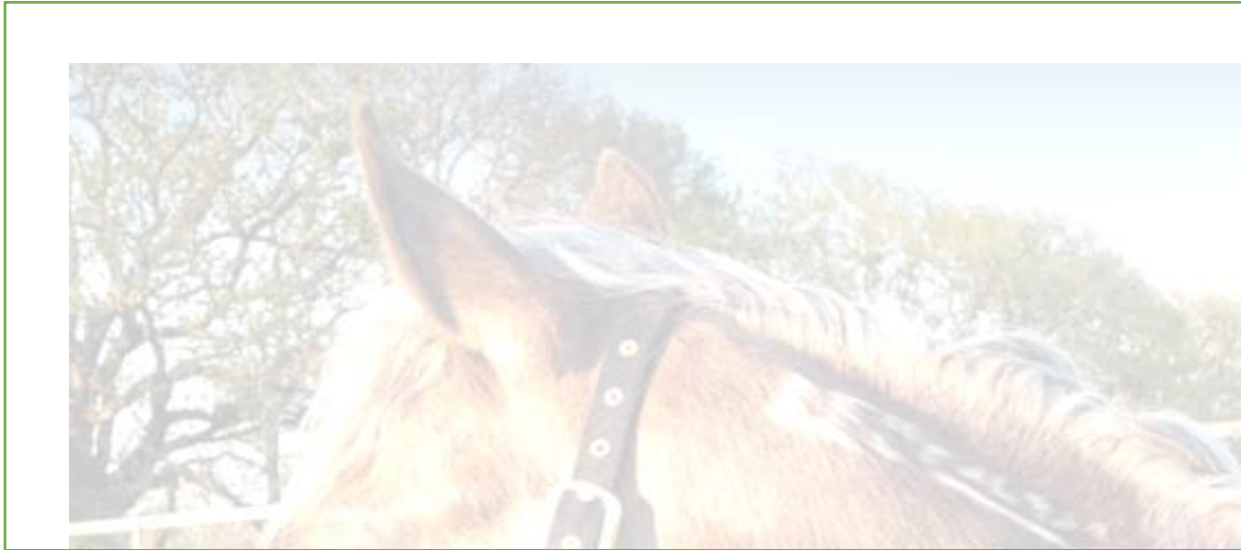
Please explain your vaccination, Coggins, farrier, and deworming programs:

Please explain your feeding program, including the type of feed(s) and hay.

Will the horse have access to water? Please explain.

Describe your fencing, including materials and height:

Please draw a diagram of the shelter that you will provide for the horse:



Describe your fencing, including materials and height:

Describe your pasture/turn out:

Will there be other horses sharing the same shelter, pasture, or pen (corral)?

The foster home acknowledges and agrees to abide by the following statements:

- a. That the undersigned foster home is at least eighteen years of age.
- b. All equines fostered for BDRR are the sole property of BDRR. No foster home shall transfer, sell, give away, lease out, breed, or otherwise allow any other person to claim or have any partial or full ownership of any equine owned by BDRR.
- c. BDRR may at any time, without oral or written explanation and/or cause, remove any equine that is owned by BDRR and fostered by and in the care of any foster home from any property where a BDRR foster equine is located.

- d. At the time of fostering, BDRR will provide the foster home with any health records known to BDRR.
- e. The foster home understands that BDRR cannot guarantee the health, temperament, or soundness of the fostered equine. The foster home understands that the fostered equine(s) may have health or behavioral issues stemming from neglect or abuse that limit the equines' riding abilities, and the foster home agrees to ride the fostered equine only in accordance with those limitations. The foster home also acknowledges that not all equine(s) are broke to ride.
- f. If foster home must cease fostering an equine owned by BDRR the foster home agrees to give notice in writing or via email to BDRR thirty (30) days prior to the date the equine must leave. If the foster home cannot or does not give notice thirty (30) days before the equine must leave, the foster home agrees to transport the equine at their own cost to a location designated by BDRR and furthermore agrees that the foster home may be held responsible for all cost of upkeep for that equine for thirty (30) days. In the event of a family or personal emergency, other arrangements may be made with an Officer of BDRR.
- g. Foster home will provide all basic care of equines fostered. This includes but not limited to providing hay, grain, wormer, farrier work and safe, sanitary living conditions. The foster home further agrees to adhere to BDRR' Minimum Standards of Care Policy.
- h. The foster home agrees to notify BDRR immediately of any health or medical issues of the equines fostered by them and owned by BDRR. The foster home will provide timely veterinary care to all equines fostered and owned by BDRR. All veterinary care will be provided in accordance with the Veterinary Procedures Policy.
- i. The foster home agrees to comply with and all requests from any officer of BDRR for information on any equines fostered by them and owned by BDRR. Such information will be provided in a timely manner.
- j. All foster homes will allow potential adopters of any equine owned by BDRR in their foster care access to said equines for purposes of pre-adoption visits once a potential adopter has been approved by BDRR. Visits by interested parties that have not provided all necessary information and been approved by BDRR to adopt an equine will NOT be allowed.
- k. No equine owned by BDRR and in foster home care may be, as stated in paragraph (a) be sold, given away, leased out, bred, sent to slaughter, removed from the foster home's personal supervision or moved for any reason, other than evacuation purposes, from the above designated address without the prior written approval of BDRR. A violation of any of the above by any foster home shall be subject to legal action, including possible criminal charges. The minimum value for violation of stated purposes above for any equine owned by BDRR is Five Thousand Dollars (\$5,000). If violation of any term of this paragraph and/or paragraph (a), foster home will pay this amount to BDRR.

- i. In the event of an emergency, foster home may move any equines owned by BDRR to a safe and secure location. Foster home agrees to give BDRR notice, in the form of telephone call or email, within twelve (12) hours of re-location.
- m. Should it become necessary to euthanize any equine owned by BDRR for medical reasons when the foster home cannot reach an Officer of BDRR, foster home will notify BDRR within twelve (12) hours of euthanization. The foster home will provide a written statement detailing the reasons for the equines euthanized with signature of a licensed veterinarian concurring with said actions. Foster home agrees to follow all guidelines in BDRR Euthanasia Policy.
- n. Foster home agrees that authorized representatives of BDRR, those being officers, directors and/or any other persons delegated by them, may enter without notice the property where any equine owned by BDRR and in foster home's care is located to determine if all conditions of this contract are in compliance. It is also agreed that an authorized representative of BDRR as stated above may, with or without cause, enter any property where equines owned by BDRR and in foster home care are located and take immediate possession of said equines without recourse.
- o. It is further agreed that the foster home accepts all responsibility for any action or lien resulting from an action, directly or indirectly, involving any equine owned by BDRR while in the care of the foster home. It is understood and agreed that neither BDRR nor its employees or agents will be held liable for any damages or injury caused to any member of the foster home and/or any third person by fostered equine(s) owned by BDRR in the foster home's care once the foster home receives delivery of the equine(s). This includes but is not limited to damages or injuries caused by the behavior or performance or lack thereof of the fostered equine(s), in any manner expected.
- p. The foster home agrees to pay any and all reasonable attorney's fees and all court costs of BDRR in the event that any matter under this contract is forwarded to an attorney for the enforcement of BDRR' rights and remedies under this contract.
- q. When an equine owned by BDRR becomes available for adoption, the foster home will have two (2) weeks from the date any equine fostered by them and owned by BDRR become available for adoption to adopt the equine without prejudice before said equine is made available to the general public. It is also agreed and understood that if foster home chooses not to adopt an equine fostered by them within the two (2) week period said equine will be made available to the general public. The first person to submit a complete and approved application for adoption will be allowed to adopt said fostered equine owned by BDRR.
- r. If the foster home becomes unable to care for any foster equine owned by BDRR in any way or defaults on any of the stated conditions of this contract, or in the event of the foster home person's death, this contract acknowledges the foster home directs his or her estate to acknowledge that the foster equine(s) owned by BDRR will immediately be returned to BDRR and that said equine(s) is separate from and not included in foster home estate or personal property in any manner or form. The foster home also directs that if he/she is unable to return said equine

to BDRR that whomsoever shall have directive powers over his/her affairs, shall immediately return or cause to return foster equine(s) to BDRR.

- s. It is the responsibility for all foster homes to read, understand and comply with the current policies of BDRR including any revision or change to those policies.

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

Signature of Foster: _____

Printed Name: _____ **Date:** _____

(RESERVED FOR OFFICE USE)

Horse Tag No: _____ Name: _____ Breed: _____

Sex: _____ Gelded: _____ Age: _____ Birthdate (if known): _____

Description/Color: _____

Foster Date: _____ Pickup Date: _____

Officer: _____ **Date:** _____

Comments:

Approved Not Approved Pending Corrections Picture Saved Copy of DL/ID
 References Checked Vet Checked