

Horses Healing Hearts, Inc.
FOSTER AGREEMENT

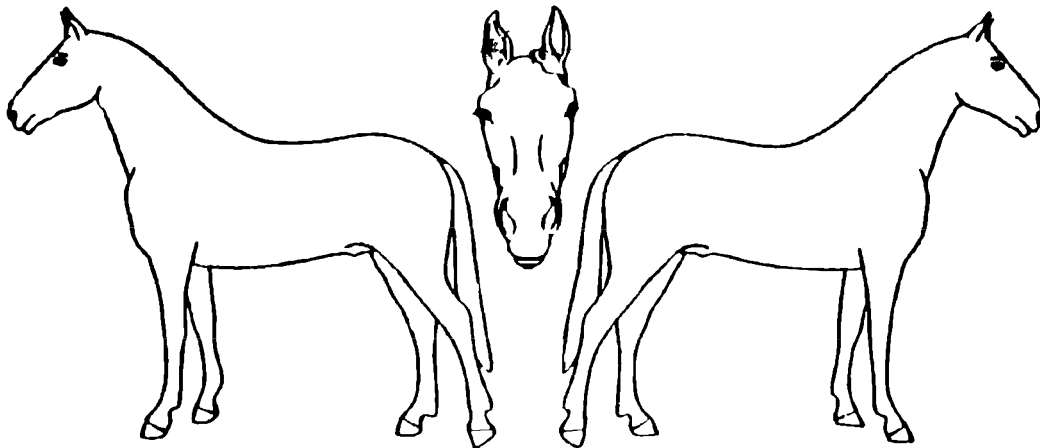
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Email: [hhh@horseshealingheartsinc.org](mailto:h hh@horseshealingheartsinc.org)

This Foster Agreement (“Agreement”) is made as of this _____ day of _____, 20__ between Horses Healing Hearts, Inc. (hereinafter referred to as “3H”) and _____ (hereinafter referred to as “Foster Caregivers”).

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

Approximate age: _____
Breed: _____
Species: horse / pony / mule / donkey
Sex: _____
Color: _____
Markings: _____
Tattoos: _____
Scars: _____
Approximate height (taped): _____
Approximate weight (taped): _____



2. At the time of foster, 3H will provide the Foster Caregiver with any health record of the Fostered Animal that is known to 3H, some guidelines to properly care for and feed the Fostered Animal (see attached Exhibit 2). Animals fostered from the 3H 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 instance of abuse or neglect. The Foster Caregiver understands that there may be limitations as to the type of riding appropriate for the Fostered Animal. The Foster

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Caregiver agrees to ride the Fostered Animal only in accordance with those limitations (see “Riding Limitations” in exhibit 1). Foster Caregiver recognizes and agrees to hold harmless the Animal’s Donor and 3H, its heirs or assigns forever, for any damage or injury to property or persons by the Fostered Animal.

3. The Foster Caregiver will at his own expense, care for and maintain the Fostered Animal in strict accordance with the 3H Minimum Standards of Care Guidelines (see attached Exhibit 2). 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 eight weeks (reimbursable with production of receipt); any required veterinary attention, including yearly vaccinations for Rabies, EWT, Rhino, Flu, and any other diseases for which vaccines may be generally recommended in the State of North Carolina from time to time (reimbursable with production of receipt); and treatment as preventive care against parasites such as de-worming no less often than every eight weeks.

3H may, at their sole discretion, require receipt of proof of any and all the above required actions. Should the Foster Caregiver fail to provide to 3H such proof within five business days after such request is made by 3H, then the Foster Caregiver shall be considered in material breach of this Agreement, thereby rendering 3H’s obligation to allow continued possession of the Fostered Animal null and void, and rendering this Agreement terminated.

4. The Foster Caregiver agrees to advise the 3H of the place where the Fostered Animal will be kept, then further agrees that a representative of 3H may make unannounced visits at any time to any location where the Fostered Animal is located to confirm that the care required in paragraph 3 is being provided. This Agreement authorizes the 3H to enter such property to make an unannounced visit.

5. 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 3H at least 10 business days prior to the proposed move of the proposed new location of such new facilities of the Fostered Animal. Any new location of the facilities must be expressly approved by 3H prior to the Fostered Animal being moved to the location of such new facilities. The Fostered Animal shall not be removed from the State of California except by written Agreement of the parties, which agreement shall be attached as an addendum hereto, become part of this Agreement and shall set forth specific provisions for 3H initial and ongoing inspection and monitoring of such location outside of the State of California.

6. The Foster Caregiver agrees that under no circumstances will the Fostered Animal be used for breeding or racing purposes.

7. The Foster Caregiver agrees to notify 3H immediately upon the death of the Fostered Animal, and to provide 3H veterinary certification as to the cause of the Fostered Animal’s death within 5 business days after such death.

8. 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 3H and allow 3H up to 30 days to retain possession of the Fostered Animal. Transportation to 3H will be at the expense of 3H. No other extraneous charges or cost incurred by the Fostered Animal before repossession by 3H will be liable to 3H. Under no circumstances shall the Foster Caregiver attempt to or purport to sell, trade, abandon, transfer or otherwise give the Fostered Animal away. Should the Fostered Animal be returned to 3H due to termination of this contract, no money will be reimbursed to the Foster Caregiver, except for

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reimbursable expenses as noted above. Under no circumstances shall the Fostered Animal be sold for slaughter.

9. 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, 3H agrees to give 30 days notice to Foster Caregiver. Transportation from the foster home will be expense of 3H or Adopter.

10. The Foster Caregiver agrees to notify 3H and a veterinarian immediately upon the discovery of any medical problem, except those minor medical problems that are usual and incident to regular horse maintenance. The Foster Caregiver, under no circumstances, shall cause the Fostered Animal to be put down or otherwise humanely destroyed without first consulting 3H and a veterinarian.

11. Foster Caregiver agrees to pay any and all reasonable attorney's fees and all court costs of 3H in the event any matter arising under this Agreement is forwarded to any attorney for enforcement of 3H's rights and remedies under this Agreement.

12. In the event that 3H determines that 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, 3H 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 the 3H to take the action authorized above does not waive the 3H's right to take such action at any time including, but not limited to, any subsequent breach by the Foster Caregiver of this Agreement.

13. 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 California. The parties hereto shall also consent to jurisdiction of the courts of California for all purposes and any disputes arising hereunder.

14. This Agreement shall not be modified or amended except by a writing signed unanimously by all the parties hereto.

15. 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.

16. The various section headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any Section hereof.

17. This Agreement and all Exhibits, attachments or Addenda represents the entire agreement of the parties relating to the adoption of Adopted Animal and can only be amended by a writing executed by both parties hereto. All prior negotiations between the parties are merged into this Agreement and there are no other understandings or agreements regarding the adoption of the herein referenced animal other than those incorporated herein.

18. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of 3H

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and Foster Caregiver, its and their heirs, executors, administrators, successors and permitted assigns.

19. The exhibits attached hereto constitute an integral part of this Agreement and are hereby incorporated herein.

20. All notices required or permitted hereunder will be deemed to have been delivered when posted with the U.S. Postal Service, Federal Express, United Parcel Service, or sent by facsimile, email, or other such electronic device, directed as follows. The parties shall promptly notify the other in writing of a change of notice address.

21. The Foster Caregiver must execute the Disclosure and Release Agreement, attached hereto as Exhibit 3, prior to 3H allowing the Foster Caregiver to remove the Fostered Animal from 3H premises.

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, 3H retains ownership rights in and title to the Fostered Animal.

FOSTER CAREGIVERS:

Name: _____
Address: _____

Driver's license #: _____
Social Security #: _____
Home phone #: _____ Business phone #: _____

Signature: _____

Name: _____
Address: _____

Driver's license #: _____
Social Security #: _____
Home phone #: _____ Business phone #: _____

Signature: _____

WITNESS:

Name: _____
Address: _____

Driver's license #: _____
Social Security #: _____
Home phone #: _____ Business phone #: _____

Signature: _____

Foster Agreement

ATTEST 3H

By: _____
Melissa Austin, President

Date: _____

Exhibit 1

Riding Limitations

The Fostered Animal has the following riding limitations:

- 1.

Exhibit 2

Minimum Standards of Care

The following Minimum Standards of Care will be required for equines housed at approved foster and adoptive homes:

Feeding

Nutritious grain in sufficient quality and appropriate nutritive value unless equines are receiving adequate natural forage.

Diet shall be prepared with consideration for the age, breed/type, condition, size, work level and quantity of equine(s).

Equines shall have no less than a body condition score 4 and no more than 6 on the Henneke Condition Scoring Chart (BC) to be considered of adequate weight. Exceptions are made for arrivals on premises less than six months and showing continued documented improvement or for equines under the continued care of a veterinarian.

All feed and hay storage and feeding receptacles shall be kept clean and free from contaminants, such as feces, mold, mildew, insects, etc.

If more than one animal is fed at one time or in one place, it shall be the responsibility of the owner/custodian to ensure that each animal receives nutrition in sufficient quantity.

Minimum hay requirements shall be observed with the quality of hay representative of choice grasses in the local area. Equines should receive a minimum of 2% of their body weight in high quality hay per day unless equines are receiving adequate natural forage. Exceptions may be made for equines who need less to maintain an acceptable Body Condition Score or for those who are on a diet for weight loss.

Routine Maintenance and Care

Hoof care maintenance – Hoof care maintenance and trimming every six (6) to eight (8) weeks or as directed by a veterinarian or a farrier. Hoof care shall be done by an experienced person knowledgeable in standard farrier practice. Exceptions may be made for horses who are not yet tame enough to have their feet handled.

Hooves should be cleaned out at least once/week. Exceptions may be made for horses who are not yet tame enough to have their feet handled.

Parasites kept under control through either a daily deworming product or by deworming every eight (8) to twelve (12) weeks or as directed by a veterinarian.

Annual veterinary procedures as outlined in the Standard Veterinary Procedures Policy shall be performed.

Dental care - Routine dental work (floating) shall be performed at least once/year by a qualified veterinarian or equine dentist. Floating may be recommended more often for certain equines by a qualified veterinarian or equine dentist.

Non-routine dental work shall be provided as needed in a reasonable amount of time.

Exhibit 2

Minimum Standards of Care

Water - Proper water is clean, potable water that is available at all times for all equines. Exceptions shall be determined by veterinary consultation of professionally accepted practices for the safety and well-being of the equine.

Equines that are being worked or are in transport shall be provided water as often as necessary for the health and comfort of the equine. All water receptacles shall be kept clean and free of contaminants and be positioned or affixed to minimize spillage.

Space and Shelter for Each Equine - Each equine must be provided with space that is safe. The space for each equine must be free from standing water, accumulated waste, sharp objects, and debris.

Any fencing must be well maintained and in good repair at all times. Each equine should be provided with adequate exercise. Exceptions are granted when equines are under stall rest per a veterinary recommendation.

Stalled equines shall be exercised or turned out daily. Exceptions shall be made for times of bad weather, injured or ill equines, or equines who are not yet tame enough to be exercised or lead to turn out areas.

While not all pastures or turn out areas must have man-made shelter, man-made shelter consisting of a roof and a minimum of two sides must be available as needed for ill, injured, older, or underweight horses. The shelter shall be in good repair and free of standing water, accumulated waste, sharp objects, and debris. There should be adequate space for each equine that will be sharing the shelter at any given time.

Standard Veterinary Procedures Policy

An annual vaccination schedule to be maintained and conducted by a veterinarian. This includes a Spring Vaccination protocol to include Eastern and Western Encephalitis, Tetanus, West Nile, Potomac Horse Fever, rabies and tetanus and a Fall vaccination protocol to include Eastern/Western Encephalitis and Tetanus.

It is expected that the Foster Caregiver will seek immediate veterinary intervention in the event the horse shows any of the following signs:

- Shock
- Colic
- Founder
- Broken bone
- Deep tissue wound
- Inability or unwillingness to eat or drink
- Blistering or burns
- Irregular or abnormal breathing
- Partial or total paralysis
- Abnormal discharge

Exhibit 2

Minimum Standards of Care

- Severe bleeding
- Continued symptoms of heavy intestinal parasite load despite adequate deworming
- Weight loss
- Abnormal skin condition
- Hair loss
- Temperature fluctuation
- Diarrhea
- Lameness

Exhibit 3
Disclosure and Release Agreement

I, _____, the undersigned, (hereinafter referred to as “Caregiver”)do hereby declare that I am aware of the following in connection with my fostering an animal from Horses Healing Hearts, Inc. (hereinafter referred to as “3H”):

1. that animals are different from human beings in their responses to human actions;
2. that the actions of animals are often unpredictable;
3. that animals should be closely and carefully supervised when they are with or around children;
4. that an animal's behavior may change after it leaves 3H.'s property while the animal becomes accustomed to its new surroundings;
5. that any statements made by 3H either orally or in the Foster Agreement, are merely opinions and are made or given solely as a courtesy to those considering fostering an animal, and in no way amount to claims, representations or warranties as to the temperament, health or mental disposition of the animal to be fostered.

I agree to accept possession of and responsibility for _____ subject to the terms and conditions of the Foster Agreement which is to be executed on date herewith, of which this Disclosure and Release Agreement comprises the Exhibit 3.

I hereby release and discharge 3H forever from any liability whatsoever and of whatever nature for any injury or damages to any person or thing caused by said animal, and from any causes of action, claims, suits or demands whatsoever that may arise as a result therefrom.

WITNESS:

CAREGIVER:

Sign Name

Sign Name

Print Name

Print Name

Date

Date