

## End of the Trail Rescue, Inc. and Sanctuary www.EOTTR.org

Olathe Facility: 5814 Hwy 3484 Olathe, CO 81425 Phone: 970.323.5400 Fax: 970.323.9090

## Foster/Adoption Requirements & Regulations

End of the Trail Rescue, Inc.

By signing this Foster/Adoption Requirements & Regulations document, you acknowledge that failure to comply with any of the Foster/Adoption Requirements & Regulations will be considered a breach of the Foster/Adoption Contract, in which case ETR will be entitled to repossess the horse.

## **Foster/Adoption Requirements**

- The horse must be provided proper and nutritious amounts of food, fresh water, safe fencing, adequate shelter, and kind treatment at all times. Foster/Adopter agrees to ensure that if the horse is stabled, that the entire above are provided. The Foster/Adopter's or stables feeding program must keep horse in good flesh, with good body condition.
- A site visit of property where the horse will be kept will be performed by ETR to ensure that above listed requirements are met. If any changes need to be made to meet those requirements, another visit will be conducted prior to approval of foster/adoption.
- The Foster/Adopter agrees to have a licensed veterinarian administer routine vaccinations including, but not limited to: Eastern/Western Encephalitis, Tetanus, Rabies, Flu, Rhino, West Nile and any other inoculations for endemic diseases as recommended by Foster/Adopter's veterinarian. In addition, the Foster/Adopter agrees to have any wound or illness treated by a licensed veterinarian. The horse will be provided rotational deworming and provided proper farrier care as suggested for each individual horse.
- The horse will be returned to ETR, at Foster/Adopter's expense, in the event, the Foster/Adopter is unable or unwilling to provide proper care for the horse or in the event the Foster/Adopter is convicted of a crime. Foster/Adopters charged with a crime will be asked to return the horse, at their expense, to ETR for care and monitoring until legal proceedings are completed and a judgment has been reached.
- Upon return of the horse to ETR, due to violation of contract, the Foster/Adopter forfeits any rights of use, ownership or possession of said horse, and the Foster/Adopter is not entitled to any refund of foster/adoption fees. In addition, any transportation, training, farrier, or veterinarian fees incurred will be the responsibility of the Foster/Adopter.
- Foster/Adopter agrees that the horse will not be sold, auctioned, given away, traded, bred, leased, or used for any commercial purpose whatsoever.
- Should the horse need medical treatment that the Foster/Adopter cannot afford, the Foster/Adopter agrees to contact ETR immediately for a decision regarding the horse's care.
- ETR reserves the right to refuse the foster/adoption of any horse. It is our goal at ETR to match the Foster/Adopter with the appropriate horse.

- Foster/Adopter certifies that he/she has no prior violations of adoption regulations or convictions of inhumane treatment to animals.
- Foster/Adopter will be required to complete and pass Horsemanship 101(HMS101) and a riding evaluation with ETR. If the Foster/Adopter fails either HMS101 or the riding evaluation they will be required to take horsemanship/riding lessons with ETR staff at the Foster/Adopter's cost.
- End of the Trail Rescue, Inc. will remain co-owner of the horse for its lifetime. ETR requires a probationary period of at least 6 months from date of adoption to assure the placement of the horse. During this time, Foster/Adopter agrees to allow ETR to monitor the care and well-being of the horse. Foster/Adopter gives permission to ETR to come onto the property where the horse is located with prior notification. If it is found the horse is not fed or cared for properly, ETR will repossess the horse. ETR will take legal action to prosecute and recover all court costs and attorney fees if such an action is required.
- The Foster/Adopter hereby authorizes ETR to obtain all veterinary records directly from any veterinarian treating this horse. A copy of this form shall serve as a release and authorization to the applicable veterinarian for delivery to ETR of any or all veterinary records maintained. The Foster/Adopter certifies that the horse's veterinary care will be provided by a licensed veterinarian, and Foster/Adopter will immediately notify ETR of a change of primary veterinary care.

## Foster/Adopter must notify ETR in writing of the following events:

- 1. Prior to acquiring possession of the horse, Foster/Adopter will provide ETR with the name and phone number of Foster/Adopter's veterinarian, farrier and possible trainer. ETR must approve all listed for services.
- 2. Within 24 hours after Foster/Adopter takes possession of the horse, they will be required to **call** ETR with an update of the horse. They will then be required to **call once a week** for the first month and once a month thereafter until the six month probationary period is over. After the probation period they are requested to provide updates AT LEAST biannually.
- 3. Death of the horse. Notification is required within 24 hours with a signed veterinarian's statement/cause of death.
- 4. The horse suffers a major injury or medical problem. **Notification is required immediately with the name and telephone number of the veterinarian who performed the diagnosis.**
- 5. Movement of the horse from the location on record with ETR. Notification is required within 14 days if the horse is moved to a new location for more than 30 days.
- 6. Foster/Adopter moves or changes his/her phone number. Notification is required within 14 days so that ETR may conduct follow-ups on the horse.
- After the six month probationary period is over, if the horse's care is satisfactory and upon ETR's approval, ownership of the horse will be transferred. It is our strict policy that if, for any reason, an adopted animal does not work out, the adopter must contact us and we will reclaim the animal under all conditions. Horses adopted from ETR are not to be sold or given away leased out at any time without approval and written consent from End of the Trail Rescue, Inc.
- The Foster/Adopter accepts sole liability for this horse, including injury to any person or property.
- Foster/Adopter agrees to abide by all of the above conditions. If ETR or its agent(s) find that any of the above conditions have been violated, the horse is subject to a breach of these adoption requirements and will be repossessed by ETR.
  - Payment

Payment must be in the form of a money order, Master Card, Visa, or cashier's check. The total adoption fee is required before horse is moved to potential adopter. There are no refunds on adoption fees unless horse is not a good fit and before the 6 month trial period. The adoption fee on the horse is not tax deductible.

Foster/Adopter hereby certifies that Foster/Adopter has read, understands, and agrees to abide by the above conditions for the adoption of the ETR horse.

Foster/Adopter(s) Signature	
Printed Name	Date
Agent, End of the Trail Rescue, Inc. Signature	
Printed Name	Date
Witness Signature	
Printed Name	Date