



[www.eottr.org](http://www.eottr.org)

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## **Equine Foster Contract**

**PLEASE NOTE:** If you are fostering an equine as part of the mandatory six-month period prior to adoption, End of the Trail Rescue, Inc. ("EOTTR") requires a \$500 security deposit (Master Card, Visa, money order or cashier's check) ("Security Deposit") before the foster equine moves to your property, to cover any expenses that EOTTR may incur if the equine is injured during the fostering period and returns to EOTTR. The Security Deposit is NOT an adoption fee. If you choose not to proceed with adoption and the equine returns to EOTTR, the Security Deposit will be refunded (less any deductions for expenses related to the equine's injuries during the foster period). However, if the adoption moves forward after the fostering period, you will have the option of instructing EOTTR to apply the Security Deposit towards the adoption fee.

**Please read the following very carefully before signing.**

This Equine Foster Contract ("Contract") is a contract between End of the Trail Rescue, Inc. (hereafter referred to as EOTTR) and \_\_\_\_\_ ("Foster"), residing at \_\_\_\_\_ ("Foster Home").

This Contract will remain in effect from the date of signature throughout the Foster's care of any equine owned by EOTTR.

The Foster has applied for and been approved by EOTTR to foster equines at the Foster Home and/or at the following stable approved by EOTTR: \_\_\_\_\_

In consideration of being allowed to foster equines owned by EOTTR, and intending to be legally bound, the Foster agrees and affirms to comply with the following terms in this Contract:

### **MEDICAL AND OTHER CARE**

- Foster agrees to pay for and provide the fostered equine proper and nutritious amounts of food to keep the equine in good flesh with good body condition, fresh water, safe fencing, adequate shelter, and kind treatment at all times. Foster agrees to ensure that if the equine is stabled, that the stable provides all of the above items.
- Foster agrees to pay for all medical and farrier costs for the fostered equine for the duration of the foster period, except if EOTTR in its sole discretion agrees in writing to cover certain of those costs. Specifically:
  - Foster agrees to have a licensed veterinarian administer routine vaccinations to the equine 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's veterinarian.
  - Foster agrees to provide rotational deworming and proper farrier care as suggested by EOTTR for each individual equine.
  - Foster agrees to have any injury or illness of the fostered equine treated by a licensed veterinarian. If the equine suffers a major injury or medical problem, **Foster**

**agrees to contact EOTTR immediately with the name and telephone number of the veterinarian who performed the diagnosis**

- If Foster is unable to pay for any routine or emergency medical treatment for the fostered equine, Foster agrees to contact EOTTR immediately for a decision regarding the equine's care.
- If Foster intends to have a licensed veterinarian provide care for the fostered equine that is different from the veterinarian identified in Foster's application and approved by EOTTR, Foster agrees to provide EOTTR with the name of this other veterinarian prior to any treatment of the fostered equine by that other veterinarian.
- Foster agrees and authorizes EOTTR to obtain all veterinary records directly from any veterinarian treating the fostered equine. A copy of this signed Contract shall serve as a release and authorization to the applicable veterinarian for delivery to EOTTR of any or all veterinary records maintained for the fostered equine.
  - Foster agrees that in case of an illness or injury in which the fostered equine must be euthanized to prevent suffering, the Foster must attempt to contact an EOTTR representative before the procedure is done. If an EOTTR representative cannot be reached and the equine must be euthanized, EOTTR must be contacted within 24 hours of the equine's death. Foster agrees to provide EOTTR with a licensed veterinarian's statement/cause of death if the fostered equine is euthanized or dies of natural causes.

#### **FOSTER'S RELATIONSHIP WITH EOTTR DURING THE FOSTER PERIOD**

- Within 24 hours after the fostered equine moves to the Foster Home, Foster agrees to **call** EOTTR with an update of the equine. Foster also agrees to **call or email EOTTR once a week** for the first month and once a month thereafter throughout the duration of the foster period with an update about the equine, and to respond to any written or oral requests from EOTTR for information about the equine.
- EOTTR agrees that Foster may move the fostered equine to a safe location in the event of an emergency, and Foster agrees to give EOTTR notice (by telephone call or e-mail) of the new location within twelve (12) hours of that emergency move. In a non-emergency situation, if the Foster moves the fostered equine to a new location where the equine will remain for more than 30 days, Foster agrees to notify EOTTR by e-mail of this change of location within 14 days of moving the fostered equine from the Foster Home.
- If Foster changes their telephone number, Foster agrees to notify EOTTR by e-mail within 14 days of that change.
- Foster agrees to cooperate with EOTTR to allow potential adopters to visit the fostered equine at a mutually convenient time.
- Foster agrees that EOTTR has the right, at its option, periodically and a mutually agreed upon time, to have an authorized representative visit the Foster Home where the fostered equine resides, upon prior notice to Foster, to observe the condition of the equine and to confirm that Foster is providing the care and maintenance required under the terms of this Contract. If on said visit EOTTR determines Foster is not adhering to the terms of this Contract in the treatment of the equine, or believes, in its sole discretion, the health, safety or well-being of the equine is in jeopardy, EOTTR shall have the right to immediately reclaim possession of the equine from Foster and seek to find alternate placement for the equine.
- Foster understands that EOTTR is the sole owner of the fostered equine during the entire foster period, and agrees that Foster does not own and may not transfer, sell, auction, give away, lease out, or otherwise have or cause any other person to claim to have any partial or full ownership of the fostered equine.
- Foster understands and agrees that the fostered equine may not be bred, and may not be used for purposes of professional rodeo, barrel racing, horse racing, or other similar commercial purposes.
- Foster agrees to keep confidential all information provided by EOTTR about the fostered equine, including not limited to interaction with animal control authorities, information regarding pending

cruelty cases, EOTTR policies & procedures and other related matters.

## **RETURN OF THE FOSTERED EQUINE TO EOTTR**

- Foster understands and agrees that if Foster requires or desires to cease fostering an equine for EOTTR, Foster must give notice in writing to EOTTR thirty (30) days prior to relinquishing the equine. Foster further agrees to transport the equine at Foster's cost to the EOTTR facility in Olathe, CO. EOTTR may waive the transportation cost requirement at EOTTR's sole discretion if it is in the best interest of the equine.
- Foster understands and agrees that EOTTR may, at its sole discretion, remove any fostered equine from the Foster Home or other location where it resides at any point during the foster period for any reason, including but not limited to any breach by the Foster of the terms of this Contract, the Foster's failure to provide truthful information on the Foster Application, or if the Foster is charged with or convicted of a crime.
- By signing this Contract, Foster hereby waives any and all rights Foster may have to any claim for conversion, trespass or any other statutory, regulatory, contractual, or tort claims that Foster may otherwise have against EOTTR and/or its officers, directors, employees, insurers, volunteers, agents, successors, and assigns as a result of EOTTR reclaiming of the fostered equine from the Foster Home or any other facility where the fostered equine resides.

## **ASSUMPTION OF RISK / LIABILITY WAIVER AND RELEASE**

- Foster understands that there are major risks involved in being around the fostered equine, including but not limited to injury or illness from a kick, buck or bite, and that the fostered equine may not behave or perform in the manner that Foster expected. Foster understands and agrees that any injury or illness incurred by Foster as a result of the fostered equine, and all medical costs associated with such injury or contracted illness or disease, will be Foster's sole responsibility.
- By agreeing to foster an equine from EOTTR, Foster voluntarily assumes all risks of injury or illness, including but not limited to the risks stated above, and agrees not to hold EOTTR or any of its affiliates, directors, officers, employees, agents, contractors, or volunteers liable for any illness or injury.
- Foster, on their own behalf and behalf of their heirs, executors, administrators or anyone else who might claim on Foster's behalf, hereby expressly waives and releases any and all claims, now known or hereafter known, against EOTTR or any of its affiliates, directors, officers, employees, agents, contractors, or volunteers from any or all claims or liability for death, personal injury or property damage of any kind of nature whatsoever arising out of, or in the course of, fostering an equine from EOTTR.
- Foster agree to accept all responsibility for any action or lien resulting from any action, directly or indirectly involving any fostered equine owned by EOTTR while it is in my care. Foster understands and agrees that neither EOTTR nor its employees or agents will be liable for any damages or injury caused to any third person while the fostered equine is under Foster's care. Foster further agrees that if any third person makes a claim against EOTTR or any of its employees or agents as a result of any conduct of the fostered equine while it is under Foster's care, Foster agrees to indemnify and hold EOTTR its employees and agents harmless from any such claim including costs and attorney fees resulting from such claim.

## **GENERAL TERMS OF CONTRACT**

- This Contract will be governed and construed in accordance with the laws of the State of Colorado without regard to the conflicts of law or principles thereof. Any suit brought hereon shall be

brought in the state or federal courts sitting in the State of Colorado.

- In the case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Contract, and this Contract shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability.
- No waiver by EOTTR of any breach by Foster of any of the provisions of this Contract shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.
- This Contract constitutes the entire agreement of the parties with respect with respect to the placement of the equine with Foster and supersedes any and all prior oral agreements in regards thereto, except that EOTTR at its sole discretion may agree in writing with Foster to cover certain expenses for the fostered equine.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE TO ALL OF THE TERMS OF THIS CONTRACT, INCLUDING THE LIABILITY WAIVER AND RELEASE, AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS.

Signature of Foster \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Signature of EOTTR Representative \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

For EOTTR Use Only:

\_\_\_\_\_ \$500 Security Deposit received via \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_ No Security Deposit required / not foster-to- adopt