

Sixteen Hands



## Foster-to-Adopt Agreement

712 Roy Moore Road

Ona Florida, 33865

robin@sixteehandshorsesanctuary.org

941-228-5441

Approved by the SHHS Board of Directors - 1/5/2020

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\_\_\_\_\_ has offered to serve as a Foster-to-Adopter for \_\_\_\_\_, a horse owned by Sixteen Hands Horse Sanctuary, Inc. (SHHS), a 501(c)(3) nonprofit. He/she agrees to do so according to the terms and conditions set forth in this agreement.

### IT IS AGREED AS FOLLOWS:

1. The fostered horse will live at \_\_\_\_\_.
  - \_\_\_\_\_ If this is a boarding situation, the Foster-to-Adopter understands that the facility must be approved by SHHS. A separate agreement between SHHS and the boarding facility is required. SHHS must be notified immediately if the Foster-to-Adopter fails to meet his/her financial obligation to the owner of the facility.
  - \_\_\_\_\_ The Foster-to-Adopter shall not move the horse to another location without the prior permission of SHHS unless a situation that threatens the life of the horse arises.
  
2. The Foster-to-Adopter agrees that the fostered horse shall receive proper care as defined below.
  - \_\_\_\_\_ Since horses are gregarious, the fostered horse shall not be kept alone.
  - \_\_\_\_\_ If the horse is in a herd situation, the Foster-to-Adopter shall constantly watch to ensure that he or she is thriving in that placement, and if that is not the case, the fostered horse or the horse creating the problem shall be removed from the herd.
  - \_\_\_\_\_ The horse shall be maintained on quality food, including minerals, vitamins, and salt block, as well as pasture and/or hay sufficient to maintain his/her weight and condition between Moderate (5) and Fleshy (7) as described by the Henneke Scoring System. (SHHS shall provide to the Foster-to-Adopter documents describing and illustrating the Henneke system.)
  - \_\_\_\_\_ The horse shall always have access to fresh, unfrozen water.
  - \_\_\_\_\_ The horse shall always have access to overhead shelter from snow, rain, wind, and sun. The shelter can be natural or man-made.
  - \_\_\_\_\_ The horse shall be checked a minimum of twice daily and groomed regularly to ensure healthy skin and hair.
  - \_\_\_\_\_ The horse shall receive hoof care every 4 to 6 weeks. The Foster-to-Adopter shall not have metal shoes put on the horse.
  - \_\_\_\_\_ The horse shall receive dental care and regular de-worming, as determined by SHHS.
  - \_\_\_\_\_ The horse shall receive proper veterinary treatment for injuries or illness and have a current Coggins at all times.
  - \_\_\_\_\_ The Foster-to-Adopter authorizes SHHS to view the veterinary records of the horse during the foster period. A copy of this agreement is sufficient authorization for any veterinarian to release records to SHHS.
  
3. The Foster-to-Adopter acknowledges that caring for a horse is expensive and could amount to several thousand dollars annually. In consideration of the care and supervision of the fostered horse, SHHS shall provide to the Foster-to-Adopter on an annual basis, on or about January 31, a written acknowledgment of the expenses incurred on behalf of the fostered horse, provided that such expenses are reasonable and provided further that the Foster-to-Adopter supplies to SHHS records and receipts evidencing the expenses.

- \_\_\_\_\_ 4. The Foster-to-Adopter agrees that he/she is fostering the horse to rescue him/her and not for commercial value.
- \_\_\_\_\_ The Foster-to-Adopter shall not change the name of the horse.
  - \_\_\_\_\_ The Foster-to-Adopter shall not breed the horse.
  - \_\_\_\_\_ The horse shall not be used as a lesson or schooling horse.
  - \_\_\_\_\_ The horse shall not be leased out or loaned to another party.
- \_\_\_\_\_ 5. The Foster-to-Adopter acknowledges that being in the presence of horses and any and all activities involving horses is inherently dangerous.
- \_\_\_\_\_ The Foster-to-Adopter understands that SHHS horses are rescue horses that have been taken out of a variety of situations. Accordingly, SHHS does not guarantee the health, temperament, or training of the fostered horse.
  - \_\_\_\_\_ The Foster-to-Adopter assumes all risks inherent in activities dealing with the fostered horse, including 1) the propensity of a horse to behave in dangerous ways, which may result in injury or death to persons or damage to property; 2) the inability to predict a horse's reaction to its environment, including sounds, movements, objects, persons and animals; and 3) hazards of surface and subsurface conditions that affect the horse and/or the human.
  - \_\_\_\_\_ The Foster-to-Adopter shall indemnify, defend and hold SHHS, its directors, volunteers, employees, and successors harmless from and against any and all claims, liabilities, losses, damages and costs, foreseen or unforeseen, including, without limitation, counsel fees which SHHS may incur directly or indirectly, wholly or partly, by reason of, or relating to or arising out of this agreement, including, without limitation, a breach of this agreement by the Foster-to-Adopter, a misrepresentation by the Foster-to-Adopter in this agreement, or any type of claim, cause of action, injury or event relating to or surrounding the fostered horse. The provisions of this paragraph shall survive the termination of this agreement.

**WARNING**

**UNDER FLORIDA LAW, AN EQUINE ACTIVITY SPONSOR OR 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.**

- \_\_\_\_\_ 6. The Foster-to-Adopter and SHHS shall stay in touch during the foster period.
- \_\_\_\_\_ The Foster-to-Adopter shall immediately notify SHHS of any emergency medical condition being experienced by the horse. Under no circumstances will the Foster-to-Adopt make a decision to euthanize the horse.
  - \_\_\_\_\_ The Foster-to-Adopter shall permit duly authorized representatives of SHHS to inspect the fostered horse as well as the facilities and grounds where the horse is being kept.
  - \_\_\_\_\_ The Foster-to-Adopter shall email biweekly updates to Sixteen Hands Horse Sanctuary, including photos and a description of activities related to the horse.
  - \_\_\_\_\_ The Foster-to-Adopter understands that the activities of SHHS are potentially of interest to donors, foundations, contributors, government officials, and the public at large. The Foster-to-Adopter agrees to the use by SHHS of his/her name and recorded images for any purpose related to the furtherance of SHHS objectives.
  - \_\_\_\_\_ The Foster-to-Adopter shall promptly advise SHHS of any incident or occurrence which might reasonably be expected to give rise to a claim related to the fostered horse under this agreement.
- \_\_\_\_\_ 7. This agreement can be modified or terminated.
- \_\_\_\_\_ This agreement may only be modified by written instrument executed by both parties.
  - \_\_\_\_\_ SHHS shall have the right to terminate this agreement and resume custody of the fostered horse at any time. In this case, SHHS will transport the horse from the Foster-to-Adopter back to SHHS.

\_\_\_\_\_ The Foster-to-Adopter may terminate this agreement upon thirty (30) days prior written notice to SHHS, unless some emergency exists which would justify a shorter period of notice. The term “emergency” shall be construed with the welfare of the fostered horse in mind. If the Foster-to-Adopter terminates the agreement, he/she must safely transport the horse to SHHS.

\_\_\_\_\_ 8. This agreement shall be binding upon SHHS and the Foster-to-Adopter.

\_\_\_\_\_ All parties affiliated with the Foster-to-Adopter, such as employees, agents, representatives, boarding facility owners, and relatives, shall be made aware of the terms of this agreement and shall be bound by those terms. The Foster-to-Adopter shall be responsible for any breach of this agreement by any party affiliated with him/her.

\_\_\_\_\_ This agreement shall be governed by the laws of the State of Florida. Any action under this agreement shall be brought only in the courts of the State of Florida, without regard to conflict of law or principles.

\_\_\_\_\_ If any provision of this agreement is found invalid or unenforceable pursuant to judicial decision, the remainder of the agreement shall remain valid and enforceable according to its terms.

\_\_\_\_\_ 9. The foster period will last at least 3 months. SHHS and/or the Foster-to-Adopter may determine the need for an extension. After the foster period, if there is a strong match between the Foster-to-Adopter and the fostered horse, and the Foster-to-Adopter and SHHS agree that an adoption is appropriate, an Adoption Agreement will be signed and the Foster-to-Adopter will assume ownership of the horse.

**Fostered Horse**

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_

ID#/Microchip Info. /Brand/Tattoo#: \_\_\_\_\_

Type/Breed: \_\_\_\_\_ Color/Markings: \_\_\_\_\_

Detailed description of horse's physical condition, special health needs, and stable vices at time of placement:

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

**Foster-to-Adopter Information**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Address where the horse will reside if different from the Foster-to-Adopter's address:

\_\_\_\_\_

Driver's license number: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Placement: \_\_\_\_\_

\_\_\_\_\_  
Foster-to-Adopter Signature Date

\_\_\_\_\_  
Print Name Date

\_\_\_\_\_  
Sixteen Hands Horse Sanctuary Representative Date