Horse Foster Agreement



Thank you for agreeing to support Swingin' D Horse Rescue and care for a horse through our foster program. We want your experience to benefit both you and the horse, so please review the terms of this Foster Agreement very carefully. If you have any questions, or if issues arise, text (918) 361-4726 or e-mail the above address.

- 1. You agree to hold harmless Swingin' D Horse Rescue, Inc., its Directors, Board Members or Volunteers, including any affiliate thereof, from and against any and all liability, causes of action, lawsuits, complaints, demands, judgments and claims of any nature whatsoever arising from, by reason of, or in connection with said horse.
- 2. You agree to send SDHR dated photos of the horse in your care every month on the _____. Photos must include the angles represented in the attached Appendix.
- 3. You assume responsibility for the routine care of the horse you are fostering. Routine care would include ensuring the horse has daily: high quality food, fresh water, a minimum three-sided shelter and basic veterinary and farrier care.
- 4. You agree to set up routine farrier visits for trimming and/or shoeing needs (routine is considered every 6-8 weeks, or whatever schedule an SDHR-approved farrier determines best for the horse). You also agree to set up routine veterinary appointments for vaccinations, de-worming, sheath cleaning, annual dental checkups, etc.
 - a. SDHR has approved farriers and veterinarians who give 501(c)3 discounts, so please check with us before you make appointments. If you prefer to use your providers, please tell them about your efforts to support SDHR, and ask if they would be willing to discount their rates.
- 5. You agree to obtain written permission from the Owners of Swingin' D Horse Rescue to **use**, **ride**, **train**, **work with**, **or transport** foster horses in any way. NO ONE MAY RIDE A SDHR HORSE WITHOUT WRITTEN PERMISSION, without exception.
- 6. You agree to allow Swingin' D Horse Rescue Owners, Board Members and volunteers (with signed liability waivers) to set up scheduled visits for evaluation and training of the horse. You further agree to consent to unannounced drop-in visits if SDHR has reason to believe the horse is in peril.
- 7. In the case of an emergency, please contact only the Owners of Swingin' D Horse Rescue to discuss what action is to be taken. If you feel that the horse's life is at stake, call a veterinarian first and then call the Owners of Swingin' D Horse Rescue (Tami Marler and Danny Elliott).
- 8. If, in an emergency, you are unable to reach the Owners of Swingin' D Horse Rescue, we authorize a licensed veterinarian to make decisions in the best interest of the horse; however, **SDHR will not be responsible for any unapproved emergency expenses**.
- 9. You agree to contact Swingin' D Horse Rescue Owners (and only the Owners) with concerns or questions about the foster horse. No other parties are authorized to discuss or make decisions about our horses.
- 10. As a Foster, you become part of the team that will place the horse in your care. As such, you agree to work with SDHR in placing your foster horse with an approved adopter. This will include, but may not be limited to, talking with prospective adopters, showing the horse to prospective adopters, etc.
- 11. You will have the first option to adopt any horse you foster after 30 days. If, after 30 days, you inform SDHR you wish to adopt, you will be notified of your discount off the horse's adoption fee. To halt marketing of the horse and visits from potential adopters, you will be required to pay half the horse's discounted adoption fee. If, after 60 additional days, you still wish to adopt the horse, you will be required to pay the remainder of the discounted adoption fee. (Please note that SDHR does not guarantee the adoptability of any horse including the horse in your care.)
- 12. If a situation arises that necessitates your return of the horse to SDHR, please give SDHR as much notice as possible. Like all horse rescues, SDHR, operates over capacity due to America's unwanted horse crisis. It takes time to find suitable space.
- 13. You agree to provide SDHR with proof of personal and family medical insurance. Swingin' D Horse Rescue, Inc. is not liable for any injury to persons or property by foster/adoptive horse while equine is under the care of the foster/adoptive home. (See item 1 above)

Horse Foster Agreement



Part of Swingin' D Horse Rescue's mission is to promote responsible horse ownership, which means we don't sugar coat horse care. Horses are expensive, prone to accidents and illness, and require daily attention and care. Please consider carefully the costs and liability associated with fostering a horse before signing this agreement, as you assume said responsibility with your signature.

Swingin' D Horse Rescue saves horses from abusive, neglectful situations; so we have zero tolerance for the abuse or neglect of our horses. SDHR will vigorously pursue legal action against any party that abuses, starves or otherwise neglects any horse. This includes horses involved in our adoption or foster programs. If SDHR is forced to pursue legal action to protect the horse in your care, you agree to the jurisdiction in the State of Oklahoma and County of Wagoner County, or District Court venue of SDHR's choice. You further agree to pay all court costs and reasonable attorney fees.

If SDHR is required to repossess a horse in your care due to poor or declining body condition caused by your neglect, you agree to pay SDHR \$500 in consideration for the cost to rehabilitate an already-rehabilitated horse.

FOSTER CARE TERMS & AGREEMENT SIGNATURE PAGE

	Date:
Foster Name:	
Foster Mailing Address:	City, State, Zip:
Address where horse will be board	ed: City, State, Zip:
Foster Phone:	Work phone:
Current Veterinarian/Phone:	
Farrier/Phone:	
I have read the full Foster Agreem	ent. I understand and agree to all terms and conditions.
I do anticipate adopting the horse.	I do NOT anticipate adopting the horse.
Signature:	

**************************************	**************************************
**************************************	**************************************

Horse Foster Agreement



APPENDIX - REQUIRED MONTHLY PHOTOS

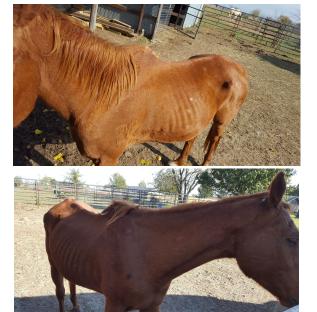
Each month on the date specified in your foster agreement, please send the following photo angles to SDHR via email. Photos must have adequate lighting and focus, and must be time and date stamped.



Overhead view from head to tail in order to show full spine, tail head, hips and rib cage.

Full body from the left and right sides in order to show neck, whithers, hips and rib cage.

Full hind quarters in order to show hips, pelvis and belly.





All four feet in order to show hoof health and maintenance.

