



EQUINE FOSTER CARE AGREEMENT

This agreement made this _____ day of _____, 2013 by and between _____

_____ (hereinafter called "Foster Caregiver"), and Missouri Forget-Me-Not Horse Rescue and Sanctuary (hereinafter called "MFMN").

Equine's Name: _____ Case Number: _____

Breed: _____ Gender: _____ Age: _____

Color: _____ Approx. height (taped): _____ Approx. weight (taped): _____

Markings, description: _____

Special Needs / Feeding Instructions: _____

Farrier instructions: _____

Annual Vaccines & Coggins requirements: _____

Worming Rotation: _____

Please initial after each paragraph acknowledging the understanding and acceptance of the paragraph:

1. The Foster Caregiver hereby accepts from the custody of MFMN, a certain animal described above and Foster Caregiver agrees to humanely take care of said animal; providing shelter from the elements (rain, snow, sun, etc...) and keeping fresh water accessible at all times (at will-free will basis) to said animal along pasture grazing or hay which should be accessible at all times (at will-free will basis) unless otherwise agreed to above. The special needs / feeding instructions listed above must be strictly followed with quarterly notifications of the horses' condition, to monitor any changes in diet or supplements that may be required.

- 1a. The Foster Caregiver agrees to allow a representative of MFMN to inspect the premises where the animal will be or are currently being kept, at any time to ascertain that the animal is well cared for and has the appropriate containment area(s) for said animal. Under normal circumstances, MFMN will give prior notification of its intent to inspect, but reserves the right to make unannounced visits as it deems necessary. _____
2. MFMN does not pay for: feed or hay for fostered equine, supplements, or ordinary care expenses, up to \$100.00 for one service unless stated so in writing by either the President, Vice President, Secretary or Treasurer of MFMN (hereinafter called the

"Executive Board"). Beyond \$100.00 for one service, it is the option of MFMN or its designee whether or not to reimburse for the expense incurred. Single expenses over \$250 require prior approval by the Executive Board. MFMN will provide a valid tax receipt for expenses with original receipts. Foster Caregivers must submit receipts for care every 30 days; beginning on the first day of the month after the foster care began for items/bills stated so in writing by one of the above mentioned Executive Board members. Only original receipts are accepted and must be received by the Treasurer of MFMN. The name and or case number of the equine must be printed clearly on the receipt, along with the date of service or purchase. Receipts must be separate from expenses incurred in conjunction with privately owned equine. _____

3. Foster Caregivers may not, under any circumstances, claim ownership of any equine owned or in the legal custody of the MFMN. This included putting your own name in the "name of owner" section of a Coggins test or any other documents or accepting a receipt in your name only, not showing the MFMN's name anywhere on the receipt. The Foster Caregiver's name may appear on the receipt, however, MFMN must appear as sole owner/legal custodian. _____
4. Foster Caregivers may not move the equine, temporarily or permanently, without the express written consent of an Executive Board member unless the fostered equine is in direct or eminent danger as a result of an unforeseen natural disaster (i.e. tornado, hail storm, flood) or unforeseen drastic change to the foster care facility which renders it unsafe (i.e. fire, fence damage), the Foster Caregivers may move the equine to a safe location on an emergency basis. If such an emergency should occur, the Foster Caregivers MUST notify a member of the Executive Board of the physical location within 48 hours. Foster Caregivers are permitted to transport the equine for purposes such as veterinary care. _____
5. Fostered equine shall not be transported across state lines without expressed written consent of MFMN and a current valid health certificate . _____
6. Foster Caregivers agree to notify the MFMN Board of Directors or its designee as to any behavioral or health problems of the animal. MFMN reserves the exclusive right to determine the proper course of action to take upon such notification. Foster Caregivers may not euthanize any equine owned/overseen by MFMN without the express consent of at least two members of the Executive Board. _____
7. If an equine in foster care dies, the possessing Foster Caregiver hereby agrees to have a veterinarian certify the death in a written statement within 24 hours. Once the veterinarian certifies the death, the Foster Caregiver must still notify MFMN or its designee within 24 hours. The written certification of the death must be received by MFMN or its designee within 2 weeks.

8. Foster Caregivers will notify MFMN or its designee in the event any change occurs in the address or telephone numbers listed below. Foster Caregiver understands and acknowledges that he/she does not have any right or authority to keep the foster animal or place foster animal in other homes or place with other individuals unless permission is given in writing by MFMN.

9. By signing this contract/agreement, the Foster Caregivers hereby releases MFMN of any financial responsibility from accident or injury to persons, property, or any animal(s) including the equine being fostered, and agree to assume all moral and financial responsibilities and obligations should such an accident or injury take place while in the possession of the Foster Caregivers and during transport to any place for any reason. This agreement extends to periods when, and places where, the equine is transported to by the Foster Caregivers (i.e. trail rides, veterinarian trips, etc.). _____
10. By signing this contract/agreement, the Foster Caregivers also assumes responsibility for all legal expenses incurred by the Foster Caregivers and MFMN should legal action become necessary to enforce the terms and conditions stated herein, which the Foster Caregivers agree to uphold by signing this contract/agreement. _____
11. Terminating your foster care responsibilities: If it is determined by either party that the terms of this agreement cannot be fulfilled, the agreement may be terminated unilaterally without notice. The equine will immediately be returned to the custody and control of MFMN. Foster Caregivers hereby agree not to release responsibility or care of the equine to anyone not authorized in writing by the Executive Board to accept responsibility of the equine. If such should occur, the Foster Caregivers hereby agree to be financially responsible for any and all charges incurred in connection to the care of the equine from the time it is released until the time MFMN takes possession of it again. _____

My/Our signatures below say that I/We have read and understood the terms and agreement set forth herein and that I/We agree to abide by them from this moment on:

Signature of Foster Caregiver(s): _____ Date: _____

_____ Date: _____

Date fostering began, if different from the date above: _____

Address/Location of the foster facility: _____

County: _____ Directions: _____

I/We agree to foster this horse for the benefit of the animal and not for any personal gain or expectation of ownership. I/We acknowledge and understand that animals by nature are somewhat unpredictable, and that the animal may cause damage to persons or objects associated with the care givers premises. I nevertheless agree to assume the risk. I/We understand that I am caring for a horse that is not to be ridden (if applicable). If permission has been given to me for training and riding, then I will not allow anyone not approved by MFMN to ride. I understand that as a Foster Caregiver I have the first option to adopt the animal through MFMN. If I decline adoption and another home is found, then I will not interfere with the adoption.

If the Foster Caregiver fails to comply with any of the conditions or stipulations set here, MFMN reserves the right to regain possession of the equine. I/We agree to permit a representative of MFMN to visit the property location, and inspect the equine with no prior notice. I/We also agree to allow MFMN to return the equine to the program if it is deemed by MFMN that the well-being of the horse is threatened.

By signing below, I certify that I have read and accepted the terms, conditions, and stipulations that pertain to the fostering and placement of the equine from MFMN. I understand that these terms, conditions and stipulations apply to the horse that will be listed on this form at the time of placement. A copy of this agreement will be sent to you after the complete process of the fostering has taken place.

Signed this _____ day of _____, 2013.

Applicants name(s) _____

Applicants Signature:

X _____ Date: _____ DL# _____

X _____ Date: _____ DL# _____

Missouri Forget-Me-Not Horse Rescue and Sanctuary Authorized Representative:

_____ Date: _____

Connie Hendrix