



South Eastern Equine Rescue Foster Contract

This EQUINE FOSTER AGREEMENT ("Agreement"), entered into on this ____ day of _____, 20__ ("Effective Date"), by and between _____ ("Foster"), and South Eastern Equine Rescue, Inc. ("SEER");

Agreement is made for the Equine known as _____ (equine).

Age: ____ Color: _____ Sex: _____.

WHEREAS, SEER is a non-profit entity that provides care, rehabilitation, and adoption services for equines that have been abandoned, surrendered, or seized by law enforcement;

WHEREAS, Foster has applied for and been approved to foster _____ (equine) through SEER;

WHEREAS, Foster shall not be interpreted as ownership of the equine. Foster means, for the purpose of this contract, to assume care of the equine with contingencies set forth in this document.

NOW, THEREFORE, the parties agree to the following:

FOSTER

1. This Agreement shall remain in effect from the Effective Date until the last equine fostered through SEER is no longer at Foster's facility, or until the equine's death;
2. SEER must verify all equine deaths;
3. All fees and expenses, including transportation fees and expenses and those incurred as a result of repossession, including any legal fees, are non-refundable and the rescue (SEER) is not liable for reimbursement, subject only to exceptions noted in this Agreement;
4. Foster acknowledges that continued possession of said equine is contingent upon Foster fulfilling all obligations, terms and conditions pursuant to the signed Foster Agreement for said equine, and any breach of the Foster Agreement requires the immediate return of said equine to SEER.
5. Foster understands and agrees that equines fostered under the SEER Foster Program are intended to be cared for and placed with the Foster until SEER approves a qualified adopter. If a foster decides to end a foster for reasons other than verified health or financial concerns, equine(s) shall be returned to a SEER rescue location upon 14 days notice from Foster. Foster may choose to keep the equine in Foster's facility, complying with the Standard of Care, while SEER secures a new foster or adopter home for the equine. Prior to the Equine's relocation, Foster will ensure the equine returns with current coggins, vaccines and dental care, as well as at a weight measured as a 4-7 on the Henneke body condition scale. Foster will be billed as appropriate for current coggins, vaccines, medical care, dental care and transportation if services are

required to be rendered through/by SEER.

6. Any and all equines in Foster's care fostered through the program remain the sole property of SEER for the life of the equine. Fosters shall not transfer, sell, give away, lease, neglect, abuse or cause any other person to claim to have any partial or full ownership of any equine fostered through SEER. If foster violates this provision, foster agrees to reimburse SEER for any and all legal fees incurred in recovering the equine in question, for the entire rehabilitation of the equine prior to fostering and for the fair market value of the equine, as determined by the rescue.
7. Foster acknowledges an opportunity to inspect the equine, including the use of a qualified veterinarian, has been offered and/or conducted and Foster is satisfied with the equine's condition;
8. During the entire foster period, Foster agrees to provide photo updates of the equine each month;
9. Foster shall comply with the Standard of Care contained herein. SEER may remove any SEER equine from Foster at any time, without notice, if SEER determines, in the Board's sole judgment, that Foster has failed to comply with the Standard of Care and thus endangering the life of the equine;
10. Foster shall notify SEER if, at any time, Foster cannot continue to care for an equine. Foster shall transport the equine, at Foster's expense, to a SEER rescue site. Alternatively, Foster may keep the equine in Foster's care for at least thirty (30) days to allow SEER to locate a foster facility. During this time, Foster shall comply with the Standard of Care and shall not transfer possession to anyone without SEER approval;
11. If, at any time, Foster experiences a confirmed health or financial emergency which makes care impossible or substantially difficult, Foster shall immediately notify SEER;
12. Foster shall provide all standard veterinary and farrier care to SEER equines in Foster's care as stated in the Standard of Care. SEER shall not be responsible for the standard vet care, farrier care, board or feed costs of the equine until such a time as a equine is adopted or returned back to our facility per the conditions laid out in this contact;
13. Foster shall comply in a timely manner with SEER requests for information about any fostered equines in Foster's care. Timely compliance and suitable condition are required throughout the life to the equine while in the Foster's care;
14. Equines cannot be moved from the location specified in the foster application without express permission from SEER. In the event of an emergency, Foster may move any SEER equine to a place reasonably determined by Foster to be safe. Foster shall give SEER notice of the new location as soon as possible;
15. Foster shall only euthanize a SEER equine for sound medical reasons. In the event that a medical determination is made that a SEER equine must be euthanized, Foster shall notify SEER immediately, when possible. In any event, Foster shall notify SEER within twenty-four (24) hours of euthanasia and provide proof of humane euthanasia from Foster's veterinarian;
16. Foster agrees that while Foster has possession of a SEER equine, SEER shall be allowed to enter Foster's premises where the equine is located to inspect the equine and premises to verify compliance as long as SEER provides a twenty-four (24) hour notice to Foster. Foster acknowledges that failure to allow said inspection will result in equine being brought back into rescue immediately and the fostering being permanently terminated. SEER will not be required to provide twenty-four (24) hours notice if SEER has determined the equine's life may be in danger or the care is so deficient the time frame could result in the harm of equine. Refusal to allow SEER to inspect the equine and facility will result in immediate recovery by SEER of the equine;

17. Foster hereby agrees to assume any and all risks of injury, death or property damage whether those risks are known or unknown. Foster agrees to forever release SEER, its officers, directors, employees, agents, volunteers, successors, predecessors, transferees, assigns, attorneys, insurers and/or personal representatives, from any and all actions, claims or demands that Foster, Foster's heirs, distributees, guardians, next of kin, spouse or legal representatives now have, or may in the future, for injury, illness, death or property damage related to said equine fostering;
18. Foster further agrees to indemnify and hold SEER, including its officers, directors, employees, agents, volunteers, successors, predecessors, transferees, assigns, attorneys, insurers and/or personal representatives, harmless for any and all injuries, illnesses or other damages of any sort in any way related to said equine fostering.
19. In the event that any part of this Agreement shall be held invalid or illegal for any reason, such invalidity or illegality shall not invalidate the whole release, but the remaining provisions of the Agreement shall continue to be valid and binding.
20. SEER shall make every effort to disclose the history of equine(s) to the best of its ability. Foster acknowledges that the equine(s) in question are rescued equine(s), and in most circumstances, SEER may have little or no knowledge about the equine's prior life or training. SEER does not make any guarantees or representations regarding an equine's temperament or training. SEER does not make professional assessments due to the unknown histories of the fostered equine(s). The Foster acknowledges that it was given the opportunity to evaluate the equine personally and to have the equine evaluated by a third party prior to said fostering;
21. In the event of Foster's death, Foster's estate shall return the equine to SEER. No transfer of ownership of equines shall occur under this Agreement. Further, Foster acknowledges that equines fostered through this program shall be excluded and will not become part of Foster's estate;
22. Ownership of Equine: SEER retains exclusive ownership of the fostered equine for its entire natural life. The foster acknowledges and agrees that ownership exclusively belongs to SEER.
23. Consideration: Foster shall have free use of the equine in exchange for boarding and care of said equine for the duration of said equine's natural life time or until termination of this Agreement and return of said equine to SEER, whichever shall occur first; and upon the condition that the terms of this Agreement are adhered to by Foster.
24. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by Georgia law, excluding any laws that direct the application of another jurisdiction's laws;
25. In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred;
26. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties;
27. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any

representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement;

28. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible;
29. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
30. Default.
 - (a) Right of removal. Upon material breach of this Agreement, South Eastern Equine Rescue, Inc. will immediately remove said equine without incurring any responsibility to Foster.
 - (b) Right to collect fees and costs. This Agreement is terminated upon a breach of any material term and the South Eastern Equine Rescue, Inc. has the right to collect all reasonable fees and costs, including attorney fees, from the breaching party.

STANDARD OF CARE

1. SEER equines shall, at all times, have a clean, safe shelter (a minimum of a three-sided stable shelter), sufficient high quality hay, concentrated feed (when needed), free choice water and mineral access, routine farrier trims (as needed), access to vet care (as needed), routine worming and vaccinations, training (if needed), safe fence and pasture (nothing loose, exposed, sharp) and sufficient room for exercise. Foster shall not withhold any medical or dental care for any reason. Foster shall always have a veterinarian and farrier made available to the equine if needed;
2. Foster is responsible for all standard veterinarian and farrier care in addition to any emergency or non-standard care required as a result of an injury incurred while in Foster's care.
3. SEER shall be responsible for dental care, non-standard veterinarian care and non-standard farrier care (not including emergency or non-standard care required as a result of injuries incurred while in Foster's care).
4. SEER equines shall not be bred, left un-gelded (if fostered too young from SEER to already have been altered), left untrained, beaten or abused. Foster shall treat equines with kindness at all times. Foster shall provide a copy of this Agreement to any veterinarian Foster uses. If Foster breaches this provision and breeds a SEER equine, Foster shall forfeit the foal. Foster shall return the foal and the fostered equine to SEER.
5. Parties acknowledge that the equine is fostered "as is" and "with all faults".

This contract must be signed, notarized and delivered no later than the day that a fostered equine is picked up or mailed prior if equine is being delivered or transported professionally.

Foster:

Signed this ____ day of _____, 20 ____.

Witness

By: _____
Foster Signature

Notary Public

Foster Printed Name

South Eastern Equine Rescue, Inc.:

Signed this ____ day of _____, 20 ____.

Witness

By: _____
SEER Signature

Notary Public

SEER Printed Name