



**P.O. BOX 777 \* CANTONMENT, FL. 32533**  
**PHONE: 850-587-3565 FAX: 850-587-4302**

### **FOSTER CONTRACT**

This is a contract between Panhandle Equine Rescue, Inc. (hereafter referred to as PER) and \_\_\_\_\_, residing at \_\_\_\_\_ in \_\_\_\_\_, Florida (hereafter referred to as the foster home).

This contract will remain in effect from the date of the signature of the foster home and will remain in effect for any equines fostered for PER in the future.

The foster home has applied for and been approved by PER to foster equines at the above address. If the equine(s) fostered will be kept at a different address, that address is: \_\_\_\_\_.

Please read the following very carefully before signing:

- I completely understand and agree that any and all equines fostered by me for PER remain the property of PER. I do not own and may not have or cause any other person to claim to have any partial or full ownership of any equine owned by PER.
- I understand that PER may, at its sole option and without explanation, remove any equine fostered by me and owned by PER from my property and care at any time, without notice and cause.
- I understand and agree that if I require or desire to cease fostering an equine for PER, I must give notice to the PER president thirty (30) days prior to the date the equine must leave. If I cannot give notice thirty (30) days prior to the date the equine must leave, I agree to transport the equine at my cost to a location designated by PER.
- I agree to properly feed, water, deworm and provide licensed equine veterinary care and certified farrier work to the equine as PER instructs and provide sanitary and safe living conditions to the equines I foster.

- Equines with special needs such as aged, growing, easy keepers, hard keepers, horses in rehabilitation, etc. require a special diet. PER reserves the right to make adjustments to any feeding program provided by me that is not beneficial to the equine. In addition, if the equine's nutritional needs change, I agree to consult with PER before making any new additions or adjustments to their diet.
- PER agrees to pay for all costs of feed, hay, dewormer and hoof care, in addition to vet care as long as the injury/illness was not due to foster home negligence, unless I want to include absorption of these costs as an additional donation. Receipts must be presented to PER by the foster home for reimbursement or they can be mailed to Panhandle Equine Rescue, P.O. Box 777, Cantonment, FL. 32533 and payment will be made by the 1<sup>st</sup> of every month. Reimbursements cannot be made on receipts that are older than 60 days. Any additional purchases other than the above such as supplements, blankets, etc. must be pre-approved by PER for reimbursement to be made. PER does not deliver feed and hay.
- I agree to comply with requests from PER for information about any equines owned by PER and fostered by me.
- I agree to allow potential adopters of any equines owned by PER and fostered by me access to said equines for purposes of pre-adoption visits. This will be by appointment only and the potential adopter will be accompanied by an authorized PER representative.
- I understand and agree that any equine owned by PER and fostered by me may not be sold, given away, traded, leased out, sent to slaughter or bred. In addition any equine owned by PER and fostered by me may not be moved from the above designated address without prior approval of the PER president. I also understand that if I violate any of the above, I shall be subject to legal action. I understand that the minimum value placed on any equine owned by PER is \$5000.00 and should I be in violation of any term of this paragraph, I shall pay the amount to PER.
- I understand and agree that any equine owned by PER and fostered by me shall not under any circumstances be used for commercial purposes, including but not limited to riding for hire, driving for hire, parties and entertainment for compensation or training for compensation, unless agreed upon in writing by PER.
- I understand and agree that any equine owned by PER and fostered by me shall not be ridden unless written permission is given by PER and if the equine is ridden, the maximum rider weight, including tack shall be no more than 20% of the horse's body weight, unless special circumstances are agreed upon in writing by PER.
- In the event of an emergency, I understand that I may move any equines owned by PER and fostered by me to a safe place. I also

agree to give PER notice (in the form of a telephone call or email) of the new location of the equine(s) within twelve (12) hours of moving them.

- I agree that should it become necessary to euthanize any equine owned by PER and fostered by me for medical reasons, I must have the equine humanely euthanized by a licensed equine veterinarian and provide a statement as to the cause of said action signed by the licensed veterinarian who euthanized the equine. I also agree to notify PER within twelve (12) hours after said equine was euthanized.
- I agree that an authorized representative of PER may enter the property where any equines owned by PER and fostered by me resides, with or without notice to determine if all conditions of this Foster Contract are being complied with.
- I agree and understand neither PER nor its officers or agents will be liable for any damages or injury caused to me or any third person by the equine(s) owned by PER and fostered by me once I receive delivery of it, including but not limited to damages or injuries caused by the fact that the equine(s) does not behave or perform in the manner I expected.
- If I am unable to care for any equines fostered by me and owned by PER or if I am found in default of any of the conditions of this agreement or in the event of my death, I acknowledge and/or direct my estate to acknowledge that the equine(s) will be returned immediately to PER, that said equine(s) is separate from and not included in my estate or personal property in any manner or form and I direct that, if I am unable to return said horse to PER, that whomsoever shall have directive powers over my affairs return or cause to return said equine(s) immediately to PER.
- I also understand that when any equines fostered by me and owned by PER go up for adoption, at that time, I have first option to adopt. If I choose not to adopt, the equine will be advertised to the public.
- This is the only agreement between the parties with respect to foster care and this agreement may only be amended in writing.
- Florida laws are to govern the interpretation of the contract and any lawsuits concerning the agreement must be brought in Florida.
- Both parties intend to be legally bound by this agreement.

I hereby accept the above agreement and conditions.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of PER Representative

\_\_\_\_\_  
Date

