

# Animal Protection Coalition, Inc.

## Equine Foster Agreement

This agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, in the year of 20\_\_\_\_ between **Animal Protection Coalition, Inc.** and \_\_\_\_\_ (hereinafter referred to as "Foster Caregivers").

1. I \_\_\_\_\_ (hereinafter referred to as "Foster Caregiver") agree to foster and care for \_\_\_\_\_, (hereinafter referred to as "Fostered Animal").

<b>Species</b>	<b>Breed</b>
<b>Equine</b>	
<b>Age/DOB</b>	<b>Gender</b>
<b>Color/Markings</b>	
<b>Tattoos:</b>	<b>Scars</b>
<b>Approximate height (taped)</b>	<b>Approximate weight (taped)</b>

2. At the time of foster, **Animal Protection Coalition, Inc.** will provide the Foster Caregiver with any health record of the Fostered Animal that is known to **Animal Protection Coalition, Inc.**, some guidelines to properly care for and feed the Fostered Animal. Animals fostered from the **Animal Protection Coalition, Inc.** include no guarantees regarding soundness, temperament, or general condition. The Foster Caregiver understands that the Fostered Animal may have some health limitations due to previous instance of abuse, age, or neglect. The Foster Caregiver understands that there may be limitations as to the type of use appropriate for the Fostered Animal. The Foster Caregiver agrees to care for and use the Fostered Animal only in accordance with those limitations. Foster Caregiver recognizes and agrees to hold harmless the Animal's Donor and **Animal Protection Coalition, Inc.**, its heirs or assigns forever, for any damage or injury to property or persons by the Fostered Animal.

3. The Foster Caregiver will at his own expense, care for and maintain the Fostered Animal in strict accordance with the **Animal Protection Coalition, Inc.** policies. Such required care and maintenance shall include, but shall not be limited to, the following:

Providing the Fostered Animal with adequate and proper quantities of wholesome feed and fresh water; safe and adequate shelter, which shall include at least a stall or run-in shed and turnout area; proper, adequate, and regular exercise; appropriate hoof care no less often than every eight weeks; any required veterinary attention, including yearly vaccinations for Rabies, EWT, Rhino, Flu, West Niles and any other diseases for which vaccines may be generally recommended in the State of Indiana from time to time; and treatment as preventive care against parasites such as de-worming no less often than every twelve weeks.

**Animal Protection Coalition, Inc.** may, at their sole discretion, require receipt of proof of any and all the above required actions. Should the Foster Caregiver fail to provide to **Animal Protection Coalition, Inc.** such proof within five business days after such request is made by **Animal Protection Coalition, Inc.**, then the Foster Caregiver shall be considered in material breach of this Agreement, thereby rendering **Animal Protection Coalition, Inc.**'s obligation to allow continued possession of the Fostered Animal null and void, and rendering this Agreement terminated.

4. The Foster Caregiver agrees to advise the **Animal Protection Coalition, Inc.** of the place where the Fostered Animal will be kept, then further agrees that a representative of **Animal Protection Coalition, Inc.** may make unannounced visits at any time to any location where the Fostered Animal is located to confirm that the care required in paragraph 3 is being provided. This Agreement authorizes the **Animal Protection Coalition, Inc.** to enter such property to make an unannounced visit.

5. In the event that the Foster Caregiver should desire to move the Fostered Animal from the initial facilities of the Fostered Animal to a different facility after the Foster Caregiver assumes possession of the Fostered Animal, the Foster Caregiver agrees to notify **Animal Protection Coalition, Inc.** at least 10 business days prior to the proposed move of the proposed new location of such new facilities of the Fostered Animal. Any new location of the facilities must be expressly approved by **Animal Protection Coalition, Inc.** prior to the Fostered Animal being moved to the location of such new facilities. The Fostered Animal shall not be removed from the State of Indiana except by written Agreement of the parties, which agreement shall be attached as an addendum hereto, become part of this Agreement and shall set forth specific provisions for **Animal Protection Coalition, Inc.** initial and ongoing inspection and monitoring of such location outside of the State of Indiana.
6. The Foster Caregiver agrees that under no circumstances will the Fostered Animal be used for breeding or racing purposes.
7. The Foster Caregiver agrees to notify **Animal Protection Coalition, Inc.** immediately upon the death of the Fostered Animal, and to provide **Animal Protection Coalition, Inc.** veterinary certification as to the cause of the Fostered Animal's death within 5 business days after such death.
8. If for any reason the Foster Caregiver is unable or unwilling to care for the Fostered Animal as set forth in this Agreement, Foster Caregiver will immediately so notify **Animal Protection Coalition, Inc.** and allow **Animal Protection Coalition, Inc.** up to 30 days to retain possession of the Fostered Animal. Transportation to **Animal Protection Coalition, Inc.** will be at the expense of **Animal Protection Coalition, Inc.**. No other extraneous charges or cost incurred by the Fostered Animal before repossession by **Animal Protection Coalition, Inc.** will be liable to **Animal Protection Coalition, Inc.**. Under no circumstances shall the Foster Caregiver attempt to or purport to sell, trade, abandon, transfer or otherwise give the Fostered Animal away. Should the Fostered Animal be returned to **Animal Protection Coalition, Inc.** due to termination of this contract, no money will be reimbursed to the Foster Caregiver. Under no circumstances shall the Fostered Animal be sold for slaughter.
9. Foster Caregiver agrees to allow potential adopters of the Foster Animal reasonable access to the Foster Animal for purposes of reviewing and/or riding. In the case of the Foster Animal being placed in an adoptive home, **Animal Protection Coalition, Inc.** agrees to give notice to Foster Caregiver. Transportation from the foster home will be at the expense of **Animal Protection Coalition, Inc.** or Adopter.
10. The Foster Caregiver agrees to notify **Animal Protection Coalition, Inc.** and a veterinarian immediately upon the discovery of any medical problem, except those minor medical problems that are usual and incident to regular this breed maintenance. The Foster Caregiver, under no circumstances, shall cause the Fostered Animal to be put down or otherwise humanely destroyed without first consulting **Animal Protection Coalition, Inc.** and a veterinarian.
11. Foster Caregiver agrees to pay any and all reasonable attorney's fees and all court costs of **Animal Protection Coalition, Inc.** in the event any matter arising under this Agreement is forwarded to any attorney for enforcement of **Animal Protection Coalition, Inc.**'s rights and remedies under this Agreement.
12. In the event that **Animal Protection Coalition, Inc.** determines that the Foster Caregiver is in breach of any term of this Agreement, or becomes aware of the Foster Caregiver's involvement with any humane society or animal control agency, which involvement resulted in a warning or citation for the inhumane treatment of any animal or the Fostered Animal, this Agreement shall be considered null and void. Upon the Agreement being considered null and void, **Animal Protection Coalition, Inc.** may enter onto the premises and into the facilities where the Fostered Animal is being kept and may retake possession of the Fostered Animal with no liability. In the event this Agreement is rendered null and void by the Foster Caregiver's breach of any term of this Agreement, the Foster Caregiver shall not be entitled to any reimbursement of any funds whatsoever directly related to the Foster Caregiver's possession of the Fostered Animal. Failure of the **Animal Protection Coalition, Inc.** to take the action authorized above does not waive the **Animal Protection Coalition, Inc.**'s right to take such action at any time including, but not limited to, any subsequent breach by the Foster Caregiver of this Agreement.
13. This Agreement and the rights and obligations of the parties hereto shall be subject to and shall be construed and interpreted under the laws of the State of Indiana. The parties hereto shall also consent to jurisdiction of the courts of the State of Indiana for all purposes and any disputes arising hereunder.
14. This Agreement shall not be modified or amended except by a writing signed unanimously by all the parties hereto.

15. If any term of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term shall be valid and enforceable to the fullest extent permitted by law.

16. The Foster Caregiver must execute the Foster Care Agreement prior to **Animal Protection Coalition, Inc.** allowing the Foster Caregiver to remove the Fostered Animal from **Animal Protection Coalition, Inc.** premises.

17. This Agreement is not an Agreement of possession. Accordingly, this Agreement does not transfer any title to or ownership interest in the Fostered Animal. Therefore, at all times, **Animal Protection Coalition, Inc.** retains ownership rights in and title to the Fostered Animal.

18. I/We hereby agree to pay all necessary and reasonable cost incurred by **Animal Protection Coalition, Inc.** in recovering the possession of the fostered animal, including all costs and attorney fees necessary to enforce **Animal Protection Coalition Inc.'s** rights under this agreement.

## Foster Care Instructions

The following are the foster care instructions for \_\_\_\_\_, an Equine of \_\_\_\_\_ breed or stock.

**Additional Physical Characteristics:**

**Feed Instructions:**

**Medications:**

**Special Instructions:**

FOSTER CAREGIVERS:

<b>Name (Printed)</b>	<b>Home Telephone Number</b>
<b>Address</b>	<b>Business and/or Mobile Telephone Number</b>
<b>Signature</b>	<b>Date</b>

ATTEST **Animal Protection Coalition, Inc.**

<b>By (Printed)</b>	
<b>Signature</b>	<b>Date</b>

# Individual Animal Record

<b>Animal's Name / ID</b>	
<b>Breed</b>	<b>Species</b> <b>Equine</b>
<b>Gender</b>	<b>Age / Date of Birth</b>
<b>Height</b>	<b>Weight</b>
<b>Color / Markings</b>	

## Vaccination History

Vaccination Type	Date of Last Booster	Vaccination Type	Date of Last Booster
Eastern & Western Encephalomyelitis		Strangles	
Influenza		Rabies	
Rhinopneumonitis		Potomac Horse Fever	
Tetanus		(                      )	
West Niles		(                      )	

## Deworming History

Date	Product	Dosage

## Medical History & Condition Alert

Date	Symptoms	Diagnosis	Current Treatment

<b>APC Representative</b>	<b>Date</b>
<b>Foster Caregiver</b>	<b>Date</b>