

# Terolyn Horse Rescue

47480 County Road 29

Elizabeth, Colorado 80107

**(303) 243-1147**

## Application and Contract to Foster

This Contract to Foster is a legally binding instrument between Terolyn Horse Rescue, Inc. ("THR") and the Fostering Party ("Foster"). All Fosters are required to sign our Contract to Foster in order to ensure the health and safety of our equine. YOU MUST BE 18 YEARS OR OLDER TO FOSTER FOR US.

**Name of Equine:** \_\_\_\_\_ **Breed:** \_\_\_\_\_

**Color:** \_\_\_\_\_ **Gender:** \_\_\_\_\_ **Age:** \_\_\_\_\_

**Markings/Brands:** \_\_\_\_\_ **Registration # (if any):** \_\_\_\_\_

**Medical Conditions:** \_\_\_\_\_

**Medications/Specialized Care Required:** \_\_\_\_\_

\_\_\_\_\_

**Name of Fostering Party:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

The foster has applied to have their [ ]home or [ ]boarding facility approved by THR as a satisfactory home for fostered equines. The home or facility has been approved by THR. Fostered equines that are located at an address other than the Foster's home will be located at the following:

\_\_\_\_\_

Name and Address of Facility

# References

References should not be members of your immediate family. *Please notify your references that they should expect to hear from us and authorize your veterinarian and farrier to speak with Terolyn Horse Rescue.*

## Reference #1

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

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Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

## Veterinarian

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

How long has he/she been your vet? \_\_\_\_\_

## Farrier

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

How long has he/she been your farrier? \_\_\_\_\_

## Trainer

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

How long has he/she been your trainer? \_\_\_\_\_

### **Terms and Conditions of Foster Care**

1. Foster understands and agrees that the equine remains the legal property of THR at all times throughout the length of the Contract to Foster.
2. Foster understands and agrees that THR will retain possession of the brand inspection at all times throughout the length of the Contract to Foster.
3. Foster agrees that the equine shall not be sold or otherwise transferred to any other party as the equine remains the possession of THR at all times. Foster acknowledges that they understand the extent of any medical condition(s) and the necessary treatment as specified in the Contract and Application to Foster.
4. Foster is responsible for ensuring this equine has a loving home where it will be provided proper food, fresh water, adequate exercise, a secure and safe living environment, and appropriate shelter at all times at the Foster's expense. Foster will maintain the grooming of the equine, including, but not limited to: grooming and brushing, keeping manes and tails free of tangles, picking feet and monitoring for stones or thrush. Foster will administer any medications needed for the health and well-being of the equine as prescribed by a veterinarian, or as specified by THR. In the event of illness or injury to the equine, Foster will attempt to contact THR before calling a veterinarian. If the illness or injury is life-threatening, Foster should call the veterinarian first and then notify THR as soon as possible.
5. THR is responsible for all veterinary and farrier care, except as otherwise agreed upon between the parties. THR will retain the right to make all decisions related to medical care up to, and including, euthanasia of the equine. Foster understands that any contributions to veterinary or farrier care is greatly appreciated by THR and contributes to THR's ability to help other rescued equines in their care.
6. THR is not responsible or liable for any injury or damage caused by the fostered equine to persons or property at the Foster's location. Under Colorado Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.
7. It is the intention of THR to monitor the condition and health of the fostered equine while in the care of the Foster. Accordingly, Foster agrees to allow THR personnel to make reasonable visits to the equine's location with Foster; to accept calls from THR personnel with respect to the fostered equine's condition; and/or to respond to texts or emails from THR in conjunction with this Contract. Any and all visits will be made by appointment only, to be scheduled within a reasonable timeframe after a request by THR. Foster understands that refusal to schedule and/or allow visits/checkups within a reasonable timeframe may result in THR reclaiming the equine as stated in connection with paragraph 14 below.

8. Foster agrees that should it no longer be able to foster or care for the fostered equine, THR shall immediately be notified. The equine must then be returned to THR within 7 days. The equine shall not be transferred to any other location or foster home without express written approval by THR.
9. Foster shall not cross state borders with the equine without express written permission from THR.
10. Foster agrees that this equine shall not be used for breeding purposes.
11. Foster agrees to never allow the Fostered equine to be used for equine experimentation, Premarin production, as rough stock in rodeos, or for cruel sports such as equine "tripping".
12. Foster agrees to use safe, humane and ethical methods of handling and training when working with the fostered equine. Foster agrees to comply with all state and local laws and ordinances regarding the keeping and care of equines. Foster agrees that all information submitted to THR within the Application and Contract to Foster, interviews, emails, and phone conversations is true to the best of Foster's knowledge. Any false information given to THR concerning Foster's equine experience, intentions for this equine and/or the care of this equine shall be sufficient reason for reclaiming the equine by THR.
13. Foster agrees that this Application and Contract to Foster represents the entire agreement between the parties. No agreements or promises, verbal or implied, are included unless specifically stated in this written agreement.
14. This Application and Contract to Foster is made and entered into in the State of Colorado, and shall be enforced and interpreted under the laws of this state. When Foster and THR sign this contract, it will then be binding on both parties. Any failure to perform the foregoing agreement will constitute a breach of contract. In the event of any such breach of contract, Foster authorizes THR to reclaim possession of the fostered equine and agrees to relinquish custody of the fostered equine immediately upon request by THR or its authorized representative. In the event that such action is necessary, Foster hereby waives any claim for a refund of any kind for any fees and expenses that may have been incurred, and agrees to pay all necessary and reasonable costs incurred by THR in recovering the possession of the fostered equine, including all reasonable costs and attorney fees necessary to enforce THR's rights under this Agreement.

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Signature of Foster

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Date

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Signature of THR Representative

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Date