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LEILANI MAE HORSE RESCUE

9248 EAST REEVES BRIDGE RD

LINDEN, NC 28356 910-892-8543

THIS AGREEMENT is executed the _____ day of _____ by and between _____
and Leilani Mae Horse Rescue, Inc.

The Foster Agreement

Will remain in effect from the date of your signature until one year after the last equine owned by Leilani Mae Horse Rescue, Inc. is removed from your facility.

Leilani Mae Horse Rescue, Inc. subscribes to the equine standards of care as set forth by the Leilani Mae Horse Rescue and requires all foster and adoptive homes to accept those standards of care that are part of this agreement.

Foster Contract Continued

Please initial each line. You agree to the following:

- _____ 1. You agree to accept and follow the standards of equine care as set forth by Leilani Mae Horse Rescue
- _____ 2. Your fostered equine is the property of Leilani Mae Horse Rescue, Inc. and may not be sold, leased, given away, assigned or disposed of, or have any interest in thereof transferred.
- _____ 3. Our experience is that many foster homes end up adopting their fostered equine. You agree that you have two weeks from the time the equine is placed in your care to decide if you want to adopt the equine and three days to submit the application for adoption. After that time, the equine is available for adoption to the first approved adopter.
- _____ 4. You agree not to change the location of the fostered equine until the new location is approved by Leilani Mae Horse Rescue, Inc. A temporary change of location of no more than seven (7) days is allowed. If you change the fostered equine's veterinarian, you will provide the new veterinarian's information to us within thirty (30) days of said change.
- _____ 5. You will not breed your fostered equine nor cause it to be branded.
- _____ 6. You agree that if you desire to cease fostering an equine for Leilani Mae Horse Rescue Inc, you will give us a written notice at least thirty (30) days prior to the date the equine must leave to allow us time to locate another foster home.
- _____ 7. You agree to allow potential adopters access to your fostered equine at our request.
- _____ 8. In order to help us find an adoptive home, you agree to help us keep their individual profile pages up to date with current information and photos.
- _____ 9. If you bring in a foster equine that is in need of weight gain or recovery from an injury, you, a licensed veterinarian and the foster coordinator for Habitat For Horses, Inc. will set reasonable goals to get the equine at a recommended weight and/or healthy condition.

Foster Contract Continued

_____ 10. As a foster home, you agree to accept responsibility for feeding, hoof trimming, worming and to provide veterinary care for illness and/or injury according to the fostered equine's needs.

_____ 11. Twice a year, our office will coordinate with you to have the equine be seen by a licensed veterinarian for an updated Coggins and to receive the bi-annual vaccinations. Please note that the Coggin's test must be in the name of Leilani Mae Horse Rescue, Inc. since we are the owner of the equine. During that visit we will send a form to the veterinarian for him/her to report on the equine's general condition, weight, teeth and hoof condition at time of schedule

Inspections, Return and Liability:

- _____ 1. You agree to permit one of our representatives to visit your property and your fostered equine should we request to do so. You also agree to take and forward photographs of your adopted equine and to provide information promptly as requested by Leilani Mae Horse Rescue, Inc.
- _____ 2. If you fail to comply with any of the statements in this agreement or if Habitat for Horses, Inc. determines that the situation is undesirable for the well-being of the adopted equine according to the terms of this agreement and in the "Minimum Standards of Care," Leilani Mae Horse Rescue, Inc. will make a reasonable attempt to assist you in meeting these standards. Should such attempts fail to correct the situation you agree to return the fostered equine to Leilani Mae Horse Rescue, Inc. upon our request. Should the equine be with foal, both will be returned to Habitat for Horses, Inc.

3. Leilani Mae Horse Rescue, Inc. makes no representations or guarantees about the soundness, abilities, temperament or health of the equine. You agree to accept all responsibility for any action or lien resulting from any action, directly or indirectly involving your fostered equine while it is in your care, and you agree that neither Leilani Mae Horse Rescue, Inc. nor its employees or agents will be liable for any damages or injury caused to you or any third person by your fostered equine once you receive delivery of the equine, including but not limited to damages or injuries caused by the fact that the equine does not behave or perform in the manner expected. If any third person makes a claim against Leilani Mae Horse Rescue, Inc. or any of its employees or agents as a result of any conduct of the equine in your possession, you agrees to indemnify and hold harmless Leilani Mae Horse Rescue, Inc. its directors, officers, employees and agents from any such claim, including costs and attorney's fee resulting from such claim.

4. This agreement shall be legally binding upon you and/or as the parents or legal guardians of a minor, your heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state of North Carolina and county of Cumberland, being the Leilani Mae Horse Rescue, Inc. principle location. Any dispute under this agreement shall be litigated in and venue shall be the State of North Carolina and the County of Cumberland. If any clause, phrase or word is in conflict with state law, then that single part is null and void.

5. You understand that Leilani Mae Horse Rescue, Inc. will immediately proceed with legal action against you should any attempt be made on your part to deny immediate access to the equine upon a request by a representative of Leilani Mae Horse Rescue, Inc. or for any violation of any terms of this agreement. Should you deny or fail to provide immediate access to your fostered equine when requested you will bear all costs of enforcement of this agreement

I, _____ have read and accept the terms, conditions that pertain to my acceptance of a fostered equine.

Address of Foster Home _____

Signature of Foster Home _____ Date _____

This contract is hereby accepted on behalf of Habitat for Horses, Inc by:

Signature of, Leilani Mae Horse Rescue, Inc. Officer

Date

Leilani Mae Horse Rescue, INC. While not comprehensive, requires basic parameters for responsible equine ownership. The number of equines should never exceed the ability of the foster to feed and care for them properly. Such limits are dependent not only upon the physical health of the individual but also the financial ability to maintain proper management. In addition, any individual keeping equines must comply with all relevant state and local laws.

General Management Practices

Facility Requirements

The following are requirements in order to foster an equine, however, all will be considered on a case-by-case basis:

A - Pasture

A minimum of half-acre pasture per equine on the property. Exceptions may be made in those cases where the equine will be maintained at a boarding facility provided the equine, if stalled, is provided daily turnout of an adequate time and space.

B - Shelter

A recommended 12x12 foot stall per standard size equine in barn with turnout or pasture; or a three-sided run-in shelter with a recommended 12x12 feet per equine in pasture, however, the minimum acceptable space is 10.5X10.5 foot stall or run-in area per standard size equine. Equines shall be provided with shelter that gives protection from extreme weather including but not limited to: prevailing wind, snow, sleet, rain, sun, and temperature extremes. Stalls and shelters shall be constructed to provide sufficient space for each equine to turn around, lie down, and move freely and to allow free air flow. Shelters may be constructed to have removable sides during the summer. All enclosures, stalls and/or shelters shall be kept in good repair and free of standing water, accumulated waste, sharp objects and debris. If the barn or shelter is metal, the exposed metal on the inside of the stall and/or shelter shall be covered with ¾" -1" plywood or 2"x6" boards. There should be no exposed nails or other objects that could potentially cause injury to the equine.

C - Water

The foster shall provide troughs or individual water sources to offer adequate and clean water for all equines. All water receptacles shall be kept clean and free of hazardous contaminants and be positioned or affixed to minimize spillage. Use of defroster to prevent freezing in inclement weather is recommended. Equines that are being trained, worked, ridden or transported shall be provided water as often as necessary for their health and comfort. Frequency of watering shall take into consideration the age, condition and size of the equine, activity level and climatic conditions.

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D - Feed and Storage

Equines shall receive at a minimum the equivalent of 3% of their body weight per day in high quality forage and grain. If natural forage is insufficient in quality or quantity, quality hay representative of choice grasses in the local area shall supplement the diet. Diet shall be planned with consideration for the age, condition, size, and activity level of the equine. If more than one animal is fed at the same place and time, it shall be the responsibility of the adopter to ensure that each equine receives nutrition in sufficient quantity. If necessary, equines shall be separated to ensure each has access to adequate nutrition without interference from more dominant equine. Individual feed buckets or pans should be provided for each equine. All storage and feeding receptacles shall be kept clean and free of contaminants, such as feces, mold, mildew, rodents and insects. Stored feed shall be kept in such a manner that equines cannot gain access to it.

E – Fencing

Fencing shall be of solid construction, without sharp edges and visible to equines; electric fencing is acceptable. The use of barbed wire fencing is unacceptable in any area of five or less acres or along any side of any area separating equines from one another. Use of electric wire may preclude the barbed wire provision. All t-posts shall be appropriately capped when used as cross fencing to separate pastures, along any fence line adjacent to another equine property or/and property that is less than five acres. Fencing shall be monitored on a regular basis to ensure its safety and effectiveness is maintained.

End of Foster Contract