



**Standardbred Retirement Foundation**  
42 Arneytown-Hornerstown Rd., Cream Ridge, NJ 08514  
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## **FOSTER CARE CONTRACT AGREEMENT**

**Is this horse in need of immediate movement from a slaughter risk situation?**

**\_\_Y or \_\_N**

**Name of Horse: \_\_\_\_\_, Freezebrand \_\_\_\_\_ (if available).**

### **FOSTER CARE AGREEMENT**

This agreement made and entered into as of the \_\_\_ (day) of \_\_\_\_\_ (month) \_\_\_\_\_ (year), by and between STANDARD BRED RETIREMENT FOUNDATION (hereinafter referred to as "SRF") and Name: \_\_\_\_\_ (hereinafter referred to as "Foster Caregiver").

In consideration of the mutual covenants herein, and intending to be legally bound hereby, the parties agree as follows:

Foster Caregiver agrees to the following for all the following horses in their care;

Horse(s) Names: \_\_\_\_\_

### **GENERAL AGREEMENT**

Foster Caregiver agrees that the Standardbred Retirement Foundation (SRF) is placing horse(s) with the Foster Caregiver in exchange for Foster Caregiver's agreement to comply with the terms of the Foster Caregiver Contract.

### **GENERAL RESTRICTIONS**

- A. The horse(s) MAY NOT BE RACED, BRED, USED FOR EMBRYO TRANSFER, SOLD, GIVEN AWAY, ASSIGNED, TRANSFERRED, LEASED, SLAUGHTERED, USED FOR ANY COMMERCIAL PURPOSE WHATSOEVER, OR DISPOSED OF BY THE FOSTER CAREGIVER.
- B. In the event the Foster Caregiver is no longer able to provide good care for the horse(s), SRF expects the Foster Caregiver will find, assist SRF in finding a loving home that must also be approved by SRF. In the rare case a new home is not secured, and the Foster Caregiver no longer wishes to foster, the horse(s) must be returned to SRF. The Foster Caregiver will immediately notify the SRF and will only release said horse(s) to SRF. Foster Caregiver agrees that said horse(s) will have proof of current negative Coggins test and be up to date on the noted inoculations see 5C, Deworming, dental and hoof care, at the Foster Caregiver's expense. SRF requires 30 days notice.
- C. In the event of Foster Caregiver's death, named horse(s) must be released only to the SRF within ten (10) days of the date of death of Foster Caregiver, or an SRF approved adopter.

### **MOVING STABLE ARRANGEMENTS**

The Foster Caregiver may only move the horse(s) to a new location if the SRF is informed in

writing or by e-mail at [srfforms@gmail.com](mailto:srfforms@gmail.com) thirty days prior to the proposed move, SRF must approve the new facility prior to the move. Said horse(s) will reside at:

Farm Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Tel: \_\_\_\_\_

Address of stabling site: \_\_\_\_\_

Tel \_\_\_\_\_

SRF agrees to place its horse(s) with named Foster Caregiver as of this \_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) for the purpose of providing a safe, healthy, and loving environment for the horse(s) While training for a short time to assist SRF in finding a permanent adoptive home. All expenses associated with this horse(s) are the sole responsibility of the Foster Caregiver. See #5 and #6 for more information.

Directions from nearest interstate route and/ or major city:

\_\_\_\_\_  
\_\_\_\_\_

A The Foster Caregiver hereby acknowledges that the horse(s) may not be in "Condition #6 Moderately Fleishy" at the time of placement and agrees to improve condition of said horse(s) to Condition #6 within a reasonable amount of time not to exceed forty-five days (45) and will provide proper care to maintain its weight at "#6 Moderately Fleishy."

B The Foster Caregiver agrees that the horse(s) will have free access to water and hay unless grain is plentiful, shelter with a minimum of three sides and safe fencing. The Foster Caregiver agrees that the horse(s) will not, for any length of time, be turned out in a paddock or kept in any area with any barbed wire fencing or remnants thereof and will not be housed at any time in a stall or shelter smaller than 10' x 12'

C SRF can require dated photographs and or video of the horse(s) to be received within 24 hours of the request.

#### **REQUIRED VETERINARY CARE and REQUIRED VETERINARY FOLLOW UP FORM**

- A. Foster Caregiver is required to keep tetanus & rabies inoculation, deworming, vaccines, and hoof care current.
- B. Should the horse(s) remain with you beyond six (6) months from date of arrival, your licensed veterinarian must complete a veterinary follow-up form and submit to SRF at the time of inoculations. (Form is available on adoptahorse.com or by contacting the office at (609-738-3255.)
- C. The Foster Caregiver agrees that the following veterinary care will be provided for the horse(s) according to the schedule noted below at the sole expense of the Foster Caregiver:
  - I. Hoof care every 6-10 weeks and as needed. Deworming per instructions on the dewormer ie: 6-12 weeks.
  - II. May 15th (suggested date): Suggested inoculations are: Eastern/Western Encephalitis, Tetanus, and Rabies if in NJ and PA., and any other inoculations your veterinarian recommends for endemic diseases (common in your area). Tetanus must remain current at all times as well as any vaccines to prevent human illness. Dental check and care must be done annually as needed.
  - .III. November 1st (suggested date): Suggested inoculations: Flu, Rhino, and any other inoculations your veterinarian recommends for endemic diseases. Tetanus must remain current at all times as well as any vaccines to prevent human illness. Dental check and care must be done annually as needed.

## **ILLNESS, INJURY OR DEATH**

- A. All Veterinary requirements and care noted in this contract are at the expense of the Foster Caregiver. SRF does not provide any reimbursement for any care and does not authorize the Foster Caregiver to serve as agent to approve any expenses or care, without written consent from the Director should care be required beyond noted here.
- B. In the event of the death of the horse, the Foster Caregiver will immediately, within twenty-four (24) hours, notify the SRF, (I) of the death, (II) the cause thereof and, (III) the circumstances surrounding the death. Within five (5) days of the death of the horse, a signed statement from a veterinarian licensed to practice veterinary medicine in the state where the death occurred must be forwarded to the SRF confirming the apparent cause of death. Euthanasia, when necessary, may only be performed by a licensed veterinarian in a humane manner.

## **OTHER**

- A. Foster Caregiver understands that SRF has not transferred ownership of the horse(s) and may enter the property of the location of the horse(s) and remove the horse(s) at any time without notice and no court order shall be required.

## **SRF LIABILITY LIMITS**

- Foster Caregiver agrees to indemnify, release, and hold harmless SRF from any and all liability or claims associated with any expenses (including, without limitation; board, veterinary fees, farrier charges, transportation fees).
- The Foster Caregiver agrees to hold harmless the SRF, its board members, volunteers, employees, foster care providers, owners of the horse(s) and former owners of the horse(s) for damage or injury caused to any person or property adversely affected by the horse(s) including but not limited to all attorneys' fees, costs and expenses of litigation as well as any award for damages, any and all medical expenses, or other costs incurred as the result of damage or injury to any person or property.
- The Foster Caregiver is aware that SRF does not guarantee or warrant the general condition, temperament, or soundness of any horse(s). Foster Caregiver is advised to obtain appropriate liability insurance coverage, as the SRF will not be responsible for any liability.
- Foster caregiver understands that SRF is not responsible for any injuries to horse, human, animal or object that occurs during transport.

## **VALIDITY AND NON WAIVERS**

In the event this contract is deemed to include any invalid clauses, such invalidity shall not affect the remaining portion of the contract which shall remain in full force and effect as if the invalid clause had not been included herein. If the SRF fails to exercise any of its rights under this contract, said failure shall not be construed to be a waiver or release thereof and the SRF shall nonetheless retain all of the rights granted to it hereunder which rights shall remain in full force and effect at all times.

## **ENTIRE AGREEMENT/AMENDMENT**

This Foster Caregiver/Boarding Contract contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter. This contract may be modified or amended in writing if such writing is signed by both parties and attached hereto on a separate addendum.

## **LAWS OF STATE GOVERNING AGREEMENT**

This Agreement shall be governed by the laws of the State of New Jersey, the State of New York, and/or the Commonwealth of Pennsylvania. The parties hereto agree to the jurisdiction of the Courts of the Commonwealth of Pennsylvania and/or of Monmouth County, New Jersey or Passaic County, New Jersey. The adopter will incur all expenses should SRF need to pursue legal action or action to help and recover possession of said horse(s). IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the day and year first above written.

## CONFESSION OF JUDGMENT

### **POSSESSORY CONFESSION OF JUDGMENT:**

In the event this adoption/foster contract is terminated on account of any Event of Default or when the Horse is not immediately returned to the SRF as required, it shall be lawful for any attorney of any court of record to appear as attorney for the SRF and to appear for Adopter/foster in any and all actions which may be brought for recovery of the Horse and to sign for Adopter/Foster an agreement for entering in any court of competent jurisdiction an amicable action or actions for the recovery of the Horse, to confess judgment for the recovery by the SRF of possession of the Horse, for which this Agreement shall be sufficient warrant. Upon entry of judgment for possession, if the SRF so desires, an appropriate writ of possession may issue promptly, without any prior writ or proceeding whatsoever, provided that if for any reason after such action shall have been commenced it shall be determined that possession of the Horse should remain or be restored to Adopter/Foster, the SRF shall have the right for the same default and upon any subsequent default or defaults, or upon termination of this Agreement or of the Adopter/Foster's right or possession, to bring one or more further amicable action or actions to recover possession of the Horse and to confess judgment for the recovery of possession of the Horse as provided. Notwithstanding anything contained in this Agreement to the contrary, the right of the SRF to initiate an amicable action for recovery of possession of the Horse as specified above shall not preclude or limit the SRF's right to initiate an amicable action for recovery of damages (including but not limited to, all reasonable legal fees, costs and expenses incurred to recover possession of the Horse).

### **MONETARY CONFESSION OF JUDGMENT:**

If the Adopter/Foster shall default under this Agreement by failing to ensure provision of required care, or due to sale, transfer or other conveyance of the Horse by Adopter/Foster, the Adopter/Foster hereby authorizes and empowers any Prothonotary or attorney of any court of record to appear for Adopter/Foster in any and all actions which may be brought for recovery of the Horse and to sign for Adopter/Foster an agreement for entering in any court of competent jurisdiction an amicable action or actions for the recovery of Horse as well as ten thousand dollars (\$100,000.00) for reasonable legal fees, costs and expenses incurred or to be incurred to recover possession of the Horse and other sums, and in suits or in amicable action or actions to confess judgment against Adopter/Foster for all or any part of the reasonable legal fees, costs and expenses incurred to recover possession of the Horse and other sums including but not limited to interest thereon. Such authority shall not be exhausted by one exercise, but judgment may be confessed from time to time as often as any of the enumerated sums shall become due and such powers may be exercised after the expiration of the term of this Agreement as well.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as

of \_\_\_\_ (day) \_\_\_\_ (month) \_\_\_\_ (year).

I understand the following (please initial each):

\_\_\_\_\_ I cannot race, sell, breed, use for embryo transfer, assign, transfer, lease, slaughter, or use said horse for any commercial purpose whatsoever..

\_\_\_\_\_ Should I not be able to provide good care OR properly train this horse under saddle for adoption in three (3) months, the horse must return to the SRF.

**ADOPTER /Foster/ CAREGIVER (must be at least 18 years of age)**

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Cell Ph#: \_\_\_\_\_

Driver's License # or SS# (required): \_\_\_\_\_

Email: \_\_\_\_\_ Work Ph#: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

**WITNESS (must be at least 18 years of age)**

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Cell Ph#: \_\_\_\_\_ Work Ph#: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

**SRF REPRESENTATIVE (must be at least 18 years of age)**

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_