



**United States Equine  
Sanctuary & Rescue**  
**Foster Care Contract**

Thank you for providing foster care for a United States Equine Rescue equine. During your tenure as a Foster Care Provider, please keep the following terms & rules in mind:

**\*\*\*\*\*Notice: you are about to sign a legal contract\*\*\*\*\***

1. You must be a member in good standing of USESR (United States Equine Sanctuary & Rescue) in order to provide foster care for an equine owned by this corporation.
2. The Foster Care Provider's facility must pass an initial site inspection. Follow-up inspections shall be performed at the discretion of the officers and Site Inspectors of USESR. Follow-up inspections may consist of scheduled and/or unannounced visits.
3. USESR does not pay for: feed or hay for fostered equine; any supplements unless stated so in writing by either the Treasurer or the President of USESR; any boarding expenses; shavings or any other stall bedding; veterinary/farm call fees; tack-related items such as halters, blankets, shipping boots, etc.; daily wormers/feed additives; transportation; veterinary care or medication, vaccinations, photography/film, well care, teeth floating, trimming, any worming, or any other expenses related to care of the fostered equine, up to \$250.00 for one service. Beyond \$250.00 for one service, it is the option of the organization whether or not to reimburse for the expense incurred.
4. Foster Care Providers must submit receipts for care every 30 days; beginning on the first day of the month after the foster care began. Only original receipts are accepted and must be mailed via U.S. mail to the Treasurer. The name of the Equine must be clearly printed on the receipt, along with the date of service or purchase. Do not accept a receipt for expenses incurred in conjunction with privately owned Equine.
5. Foster Care Providers may not, under any circumstances, claim ownership of any Equine owned by USESR. This includes putting your own name in the "name of owner" section of a coggins test or any other document or accepting a receipt in your name only, not showing USESR anywhere on the receipt. The Foster Care Provider's name may appear on the receipt; however, USESR's name must appear as sole owner on all receipts.
6. Foster Care Providers may not move the Equine, temporarily or permanently, without the express written consent of USESR. If the fostered Equine is in direct or eminent danger as a result of an unforeseen natural disaster (i.e. tornado, flood), or unforeseen drastic change to the foster care facility which renders it unsafe (i.e. barn fire), the Foster Care Provider may move the Equine to a safe location on an emergency basis. If such an emergency should occur, the Foster Care Provider MUST notify the Headquarters of USESR of the physical location of the Equine within 48 hours. USESR officials will then determine if the Equine should be removed or remain in the care of the provider.

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7. Foster Care Providers are permitted to transport the equine for purposes such as veterinary care, pleasure rides, parade rides, shows, and other equine competition or personal pleasure.
8. Fostered Equine shall not be transported across state lines for any reason.
9. If an Equine in foster care dies, the possessing Foster Care Provider hereby agrees to have a veterinarian or officer of USESR certify the death in a written statement within 24 hours. If a veterinarian certified the death, the Provider must still notify USESR Headquarters within 24 hours. The written certification of death must be received by USESR within 2 weeks. It is recommended that Foster Care Providers use registered or certified mail if a veterinarian certifies death.
10. USESR will investigate all unplanned deaths. The Foster Care Provider will be held liable for the death if the results of the investigation find that the death was avoidable or caused by negligence on the part of the Provider, or if written certification of death by either a veterinarian or an officer is not received by USESR within 2 weeks of the death.
11. Foster Care Providers found liable in the death of an Equine agree to compensate USESR in the amount of double the stated adoption fee and will be solely responsible for any charges incurred with the disposal/burial of said Equine's body. A payment schedule may be accepted should such a situation occur. Foster Care Providers may remain members in good standing during the time payments are being made, as long as payments are kept current. Payments must be made at a rate of no less than \$100.00 per month.
12. Foster Care Provider may not euthanise any Equine owned by USESR without the express consent of at least two officers of USESR.
13. By signing this contract, the Foster Care Provider hereby releases USESR of any financial responsibility from accident or injury to persons, property, or any animal(s) including the Equine being fostered, and agree to assume all moral and financial responsibilities and obligations should such an accident or injury take place while in the possession of the Foster Care Provider and during transport to any place for any reason. This agreement extends to periods when, and places where, the Equine is transported to by the Foster Care Provider (i.e. trail rides, parades, playdays, etc.)
14. By signing this contract, the Foster Care Provider also assumes responsibility for all legal expenses incurred by the Foster Care Provider and by USESR should legal action become necessary to enforce the terms and conditions stated herein, which the Foster Care Provider agrees to uphold by signing this contract.
15. Foster Care Provider agrees to allow USESR to give their phone number to people seeking to adopt the Equine(s) being fostered so that they can call and speak to you about the condition, disposition, and level of training of the Equine and you agree to furnish them with true and accurate information.
16. It is not the responsibility of the Foster Care Provider to explain specific policies and procedures with persons interested in adoption. Foster Care Provider should be familiar with all adoption policies and procedures, but the potential adopter should be in contact with an Adoptions Specialist. If the potential adopter has not contacted an Adoptions Specialist, please refer them to one in addition to answering their questions.

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17. Foster Care Provider must allow people to come look at the Equine, and in taking delivery of a fostered Equine, agree to allow potential adopters to handle and ride the Equine. USESR accepts no responsibility for injuries or accidents that may occur during such a visit by a potential adopter. Foster care providers are not required to allow potential adopters to ride/handle the equine if they believe that in doing so, any injury or accident is likely to occur. Please use discretion and caution, bear in mind that people want, and need to “try out” an Equine to some extent before committing to adopt it.
18. A Foster Care Provider may be asked to transport an Equine on behalf of USESR. If the Equine is being transported to/from/for a fellow member, the two members can work out the cost of gas between them. If the Equine is being transported for an adopter, the Foster Care Provider can ask the adopter to reimburse the cost of gas and lodging, if lodging is required. Asking to be paid for personal time is grounds for expulsion from the rescue. This does not mean that the Foster Care Provider cannot accept more than the exact cost of gas and/or lodging. It means that the Foster Care Provider may not charge a flat fee for time in making the delivery.
- Please be aware that there are certain federal laws regarding the standard mileage deduction which you, as an official member of USESR, acting on official business of said rescue are qualified to take advantage of. If you choose to use this deduction, you may not charge for gas money. Because the IRS allows you to automatically deduct mileage expenses on your federal tax returns, USESR does not consider such gas money to be a reimbursable expense. This IRS deduction applies to any official business you conduct as a member or on behalf of USESR,, including but not limited to transport to a vet, other foster home, or delivering equine to adopters, and performing site inspections without transporting horses. If you plan to use the IRS standard gas mileage deduction, it is your responsibility to know the law and abide by it fully.
19. Terminating your foster care responsibilities:
- A. Foster care responsibilities are hereby terminated at the time the Provider’s membership expires, however, as long as the Equine remain in the Provider’s possession, Provider is still bound by all of the terms of this Foster Care Provider Contract.
  - B. USESR will arrange for removal of Equine from the Foster Care Provider’s care. Such a process may take several weeks due to the internal transport issues, job and family obligations on the part of volunteers of the organization. The Foster Care Provider may be asked to transport the Equine to another foster home or adoptive home. In such a case, the Foster Care Provider is still bound by the terms of this contract.
  - C. Foster Care Provider hereby agrees not to release responsibility or care of the Equine to anyone not authorized in writing by the President or Treasurer of USESR to accept responsibility of the Equine. If such should occur, the Foster Care Provider hereby agrees to be financially and legally responsible for any and all charges incurred in connection to the care of the Equine from the time it is released until the time USESR takes possession of it again, including any boarding fees, feed, hay, supplements, wormer, or any other charges or expenses involved. This applies to all Equine and any offspring they may produce and extends to unauthorized members of USESR and non-members of USESR. Once the Foster Care Provider releases possession of the Equine to any unauthorized person or entity inside or outside of the rescue, not USESR, but the Foster Care Provider personally, will be responsible for all expenses associated with the care of the Equine and any offspring it may produce (in the case of the equine being female); and any and all expenses incurred including loss or damage to property or persons, of said Equine.
  - D. If there is sufficient reason to believe the Foster Care Provider has given or sold the Equine to slaughter or any individual or entity given possession of the Equine to has taken the equine to slaughter, be they the direct individual or a third, fourth, or even fifth party down the line, has maybe or probably taken the equine to slaughter, the Foster Care Provider hereby agrees to pay damages to the rescue of not less than \$5,000.00. No actual proof is needed on the part of USESR in such a case since the Foster Care Provider’s inability to produce the Equine will be sufficient enough
20. Foster Care Provider hereby understands and agrees that fostering an Equine offers no special considerations toward the possibility of adopting the Equine being fostered.

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21. Should the Foster Care Provider decide that he or she would like to adopt the Equine being fostered; the Adoptions Specialist must be notified immediately. Foster Care Provider has, from that point, exactly 14 days to pay the deposit and file all necessary paperwork necessary to adopt said Equine. Full adoption fee is due 30 days from the date that marks the 30<sup>th</sup> day from the date the Adoptions Specialist was first notified that the adopter intends to adopt the Equine. As is the case with all USESR adoptions, there are no refunds on any fees associated with adoption once they are paid to USESR. Reimbursable expenses may not, at any time, be substituted for adoption money. Any similarity to the conditions stated in this contract, under number 21, this paragraph; to the Foster to Adopt program is unintentional.

**My signature below says that I have read and understood the terms and agreements set forth herein and that I agree to abide by them from this moment on:**

Signature of foster care provider: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of USESR officer: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Equine being fostered: \_\_\_\_\_

Date fostering began, if different from above: \_\_\_\_\_

Address/Location of Foster Facility: \_\_\_\_\_

Phone number of facility if equine is boarded away from Foster Care Provider's private residence:  
\_\_\_\_\_

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\*\* Did you initial all four pages?

