



Saffyre Sanctuary, Inc.

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Federal Tax ID #27-0333811

FOSTER CARE AGREEMENT

This Foster Care Agreement is made between **SAFFYRE SANCTUARY, INC.** and _____ hereby referred to as "Foster Caregiver". Foster Caregiver agrees to foster and care for the following Foster Horse according to the terms and conditions set forth in this contract.

Foster Caregiver (Name): _____ SSN: _____

D.O.B.: _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell or Work Phone: _____

I, the above named Foster Caregiver, agree to abide by all of the following rules and regulations regarding the Fostered Horse known as:

A) Name of Foster Horse: _____

B) Age of Foster Horse/D.O.B. (if known): _____

C) Gender/Sex of Foster Horse: _____

D) Foster Horse approximate height: _____ hands (one hand equals four inches)

E) Breed: _____

F) Approximate weight: _____

G) Registry & Registration Number: _____

H) Description of Foster Horse, including colors, scars, brands, and tattoos: _____

- 1.) At the time of foster, Saffyre Sanctuary, Inc. will provide the Foster Caregiver with any health record of the Fostered Horse that is known to Saffyre Sanctuary, Inc., and some guidelines to properly care for and feed the Fostered Horse. Horses fostered from Saffyre Sanctuary, Inc. include no guarantees regarding soundness, temperament, or general condition. The Foster Caregiver understands that the Fostered Horse may have some health limitations due to previous instances of abuse or neglect. As a result, the horse may or may not have any enduring behavioral or health-related conditions that may render it difficult to manage, handle or ride. The Foster Caregiver understands that there may be limitations as to the type of riding appropriate for the Fostered Horse. The Foster Caregiver agrees to ride the Fostered Horse only in accordance with those limitations. The Foster Caregiver understands these circumstances and accepts all limitations related to the above listed horse.
- 2.) The Foster Caregiver will at his own expense, care for and maintain the Fostered Horse in accordance with the provided guidelines. Such required care and maintenance shall include, but shall not be limited to, the following: providing the Fostered Horse 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; any required veterinary attention and treatment as preventive care against parasites such as de-worming. Saffyre Sanctuary, 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 Saffyre Sanctuary, Inc. such proof within ten business days after such request is made by Saffyre Sanctuary, Inc., then the Foster Caregiver shall be considered in material breach of this Agreement, thereby rendering Saffyre Sanctuary, Inc.'s obligation to allow continued possession of the Fostered Horse null and void, and rendering this Agreement terminated.
- 3.) The Foster Caregiver agrees to notify Saffyre Sanctuary, Inc. and a veterinarian immediately upon the discovery of any medical problem, except those minor medical problems that are usual and incident to regular horse maintenance. The Foster Caregiver, under no circumstances, shall cause the Fostered Horse to be put down or otherwise humanely destroyed without first consulting Saffyre Sanctuary, Inc. and a veterinarian.
- 4.) The Foster Caregiver agrees to advise Saffyre Sanctuary, Inc. of the facilities where the Fostered Horse will be kept, then further agrees that a representative of Saffyre Sanctuary, Inc. may schedule visits upon 24 hours notice by phone, email, letter, or other personal contact at the discretion of Saffyre Sanctuary, Inc., to any location where the Fostered Horse is kept, to confirm that the care required in paragraph 2 is being provided. This Agreement authorizes Saffyre Sanctuary, Inc. to enter such property to make such a visit.
- 5.) The Foster Caregiver agrees to keep the Fostered Horse at the below location.

Facility Address _____

Phone # _____

- 6.) In the event that the Foster Caregiver should desire to move the Fostered Horse from the initial facilities of the Fostered Horse to a different facility after the Foster Caregiver assumes possession of the Fostered Horse, the Foster Caregiver agrees to notify Saffyre Sanctuary, Inc. at least 10 business days prior to the proposed move to the proposed new location of such new facilities of the Fostered Horse. Any new location of the facilities must be expressly approved by Saffyre Sanctuary, Inc. prior to the Fostered Horse being moved to the location of such new facilities. The Fostered Horse shall not be removed from the State of California except by written Agreement of the parties, which agreement shall be attached as an addendum hereto, and becomes part of this Agreement, and shall set forth specific provisions for Saffyre Sanctuary, Inc. initial and ongoing inspection and monitoring of such location outside of the State of California.
- 7.) The Foster Caregiver agrees that under no circumstances will the Fostered Horse be used for breeding or racing purposes.

- 8.) If for any reason the Foster Caregiver is unable or unwilling to care for the Fostered Horse as set forth in this Agreement, Foster Caregiver will immediately so notify Saffyre Sanctuary, Inc. and allow Saffyre Sanctuary, Inc. up to 30 days to retain possession of the Fostered Horse. Transportation to Saffyre Sanctuary, Inc. will be at the expense of Saffyre Sanctuary, Inc. No other extraneous charges or cost incurred by the Fostered Horse before repossession by Saffyre Sanctuary, Inc. will be liable to Saffyre Sanctuary, Inc. Under no circumstances shall the Foster Caregiver attempt to or purport to sell, trade, abandon, transfer or otherwise give the Fostered Horse away. Should the Fostered Horse be returned to Saffyre Sanctuary, Inc. due to termination of this contract, no money will be reimbursed to the Foster Caregiver. Under no circumstances shall the Fostered Horse be sold for slaughter.
- 9.) Foster Caregiver has the first option to adopt the Foster Horse they have been fostering. The adoption fee on each Saffyre Sanctuary, Inc. horse varies according to the horse's age, background, ability, training, etc. As with any person who adopts a Saffyre Sanctuary, Inc. horse, you agree to sign an adoption agreement and pay an adoption fee.
- 10.) Foster Caregiver agrees to allow potential adopters of the Foster Horse reasonable access to the Foster Horse for purposes of reviewing and/or riding. In the case of the Foster Horse being placed in an adoptive home, Saffyre Sanctuary, Inc. agrees to give 30 days notice to Foster Caregiver. Transportation from the foster home to the adoptive home will be the responsibility of the Adopter.
- 11.) Foster Caregiver understands that the financial support of this Foster Horse is a recognized donation to Saffyre Sanctuary, Inc. within the limits of the IRS and Franchise Tax Board in the State of California. Saffyre Sanctuary, Inc. is not responsible for any items or expenses not allowed as deductions by the IRS.
- 12.) Foster Caregiver acknowledges that there is no salary, payment, or other reimbursement for items, expenses or activities related to being a Foster Caregiver without written authorization from Saffyre Sanctuary, Inc.
- 13.) Foster Caregiver assumes all personal and property liability for any damage or injury, to property or persons, which may occur as a result of handling, managing, or caring of the Foster Horse.
- 14.) Foster Caregiver recognizes and agrees to hold harmless the Horse's Donor and Saffyre Sanctuary, Inc., its Directors, Board Members, Volunteers, heirs or assigns forever, including any affiliate thereof, for any damage or injury to property or persons by the Fostered Horse. Foster Caregiver also agrees to indemnify and release Saffyre Sanctuary, Inc. from any and all liability, claims, causes of action, suits, demands or judgments associated with Foster Caregiver's care and possession of the above Fostered Horse.
- 15.) Foster Caregiver understands that the Foster Agreement may be cancelled by Saffyre Sanctuary, Inc. without cause, at any time, and that the Foster Caregiver may cancel this agreement within 30 days written notice. Should Saffyre Sanctuary, Inc. require assistance from law enforcement or an attorney to obtain possession of the Foster Horse, the Foster Caregiver will assume any and all costs of said action.
- 16.) Foster Caregiver agrees to pay any and all reasonable attorney's fees and all court costs of Saffyre Sanctuary, Inc. in the event any matter arising under this Agreement is forwarded to any attorney for enforcement of Saffyre Sanctuary, Inc.'s rights and remedies under this Agreement.

- 17.) In the event that Saffyre Sanctuary, 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 Horse, this Agreement shall be considered null and void. Upon the Agreement being considered null and void, Saffyre Sanctuary, Inc. may enter onto the premises and into the facilities where the Fostered Horse is being kept and may retake possession of the Fostered Horse 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 Horse. Failure of Saffyre Sanctuary, Inc. to take the action authorized above does not waive Saffyre Sanctuary, 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.
- 18.) 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 California. The parties hereto shall also consent to jurisdiction of the courts of Los Angeles, California, for all purposes and any disputes arising hereunder.
- 19.) No amendments, supplements or waivers of any provision of this Agreement shall be valid unless by an instrument in writing, signed by both parties hereto.
- 20.) 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.
- 21.) This Agreement is not an Agreement of possession. Accordingly, this Agreement does not transfer any title or ownership interest, or the right to lease, rent, sell, or trade the Fostered Horse. Foster Caregiver understands that at all times Saffyre Sanctuary, Inc. retains ownership rights in and title to the Fostered Horse.

My signature below means that I have read and understood the terms and conditions set forth in this contract and agree to abide by them.

Foster Caregiver (Only one Caregiver per Foster Horse allowed)	Date
Saffyre Sanctuary, Inc. Authorized Signature	Date
Position	