

THE MILO FOUNDATION

EQUINE FOSTER HOME AGREEMENT

Name: _____

Street Address of Stable: _____

City _____ State _____ Zip _____

Home phone #: _____ Cell phone#: _____

Email address _____

THIS AGREEMENT is made on this _____ day of _____, 20_____

by and between _____

hereinafter referred to as the "Foster Home" and The Milo Foundation Inc., hereinafter referred to as "the Organization". This contract will remain in effect from the date of the signature of the foster home until such time as the last equine owned by the Organization is removed from the foster home's facility.

- 1) Foster Home understands and agrees that equines placed in their care for fostering are the sole property of the organization, foster care is provided voluntarily because foster home wants to help rescued horses, foster care is temporary until a permanent home can be secured.
- 2) Milo makes no guarantees regarding soundness, temperament, or general condition. The Foster understands that the Equine may have some health limitations due to previous instance of abuse or neglect.
- 3) Foster Home understands that the Organization may, at its discretion, remove any equine fostered from their property and care at any time.
- 4) Foster Home understands and agrees that if they require or desire to cease fostering an equine for the Organization, notice must be given to an officer of the organization thirty (30) days prior to the date the equine must leave.
- 5) Foster Home understands that questions or concerns should be presented to the organization prior to signing this agreement.
- 6) Foster Home agrees to provide hay, grain, water and sanitary, safe living conditions to the equines in their foster care.
- 7) Foster Home agrees to schedule and be present for farrier and veterinary care for fostered horses. (Refer to item 17 for financial responsibility agreements)
- 8) Foster Home agrees to comply in a timely manner with requests from the Organization for information about any equines owned by the Organization and in their foster care.
- 9) Foster Home agrees to allow potential adopters of any equine(s) owned by the Organization, access to said equine(s) for purposes of pre-adoption visits. In the case of the Equine being placed in an adoptive home, Milo agrees to give a minimum of 2 weeks notice to foster, unless otherwise agreed upon.

- 10) Foster Home understands and agrees that any equine owned by the Organization and in their foster care may not be sold, given away, leased out, sent to slaughter, removed from their personal supervision, used for breeding or racing, or moved from the above designated address.
- 11) In the event of an emergency, Foster Home understands that they may move any equine(s) owned by the Organization and in their foster care to a safe place. Foster Home also agrees to give the Organization notice (in person, by telephone call or email) of the new location of the equine(s) within twenty-four (24) hours of moving them.
- 12) The Foster agrees to notify Milo and a veterinarian immediately upon the discovery of any medical problem. Foster Home agrees that should it become necessary to euthanize any equine owned by the Organization, the organization will be immediately notified and be provided with a veterinary statement as to the cause and date. Euthanasia and body removal will be covered financially by foster if death is due to negligence or wrong-doing. Negligence is defined as "A failure to behave with the level of care that someone of ordinary prudence would have exercised under the same circumstances. The behavior usually consists of actions, but can also consist of omissions when there is some duty to act (e.g., failure to provide feed or water)."
- 13) Foster Home agrees that an authorized representative of the Organization may enter the property where any fostered equine(s) reside, with 24 hour notice. In the case of emergency or disaster, no notice is required.
- 14) Foster Home understands that any equine related activity involving horses is inherently dangerous and agrees to assume all liability and hold the organization, their officers, agents and volunteers harmless for any injuries or damages. Foster home understands that once they received a foster horse for foster care, that horse is legally in their care, custody and control and to be treated kindly and responsibly.
- 15) Horses are social creatures and for their wellbeing cannot be kept isolated or without a compatible companion. If you're circumstances change, we will gladly provide a suitable companion animal.
- 16) 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 Sonoma County, California for all purposes and any disputes arising hereunder.
- 17) Costs:
 - a. Foster shall provide Quality Hay and grain as specified by The Organization for the Equine.
 - b. Emergency and medical care due to negligence (as defined in #12) under foster care to be paid by Foster
 - c. Hoof Care/Trimming, payable by: **Milo - Foster**
 - d. Routine medical care (vaccinations and worming) **Milo - Foster**
 - e. Emergency medical care by: : **Milo - Foster**
 - f. Training under Foster Care payable by: **Milo - Foster - N/A**

HORSE INFORMATION

Horse ID/ Information including known health conditions and / or riding limitations: _____

Disclosure and Release Agreement

I, _____, the undersigned, do hereby declare that I am aware of the following in connection with the Equine I wish to provide foster care from Milo:

1. that animals are different from human beings in their responses to human actions;
2. that the actions of animals are often unpredictable;
3. that animals should be closely and carefully supervised when they are with or around children;
4. that an animal's behavior may change after it leaves Milo's property while the animal becomes accustomed to its new surroundings;
5. that any statements made by Milo either orally or in the Foster Agreement, are merely opinions and are made or given solely as a courtesy to those considering fostering an animal, and in no way amount to claims, representations or warranties as to the temperament, health or mental disposition of the animal to be fostered.

I agree to accept possession of and responsibility for the Equine known as _____
Milo ID# _____, subject to the terms and conditions of the Foster Agreement which is to be executed on this date _____.

I hereby release and discharge Milo forever from any liability whatsoever and of whatever nature for any injury or damages to any person or thing caused by the Equine, and from any causes of action, claims, suits or demands whatsoever that may arise as a result therefrom.

Foster Home's Printed Name _____

Mailing address _____

City _____ State _____ Zip _____

Contact phone numbers _____

CDL# _____ State _____ DOB _____

The foster home acknowledges the following statements by signing this Contract. I hereby accept and will abide by the above agreement and conditions.

Signature of Foster Home _____ Date _____

Signature of Organization Officer or Director _____ Date _____

BY: The Milo Foundation, PO Box 6625, Albany, CA 94706 Phone: 510-847-7415
Milo Horse Rescue E-Mail: milohorserescue@gmail.com