



Begin Again Horse Rescue, Inc.
ADOPTION Foster/Lease AGREEMENT
P.O. Box 28, Honeoye, NY 14471
585-322-2427

THIS AGREEMENT is executed the ___ day of _____ 20___, by and between _____ (the Lessee) and **Begin Again Horse Rescue, Inc.**

Permanent Lease Agreement for equine named: _____

YOUR INFORMATION:

Name: _____

Resident/Mailing Location: _____

City: _____ State: _____ Zip Code: _____

Farm address if different from above: _____

City: _____ State: _____ Zip Code: _____

Home phone #: _____ Business phone #: _____

Cell phone #: _____ Email address: _____

Opening your home to one or more of our horses helps far more than you may realize. By signing this agreement with us, you are approved for a permanent lease of the equine named _____ at the above address. This agreement will remain in effect from the date of your signature until one year after the last equine owned by Begin Again Horse Rescue Inc. is removed from your facility.

Begin Again Horse Rescue Inc. (BAHR) subscribes to the equine standards of care as set forth by the Global Federation of Sanctuaries (GFAS) and requires all foster and adoptive homes to accept those standards of care that are part of this agreement.

NOTICE: This document is for the sole use of the Directors and staff of Begin Again Horse Rescue, Inc. and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please inform Begin Again Horse Rescue, Inc. and destroy all copies of this document.



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You agree to the following:

You agree to accept and follow the standards of equine care as set forth by this contract.

Your leased equine is the property of Begin Again Horse Rescue Inc. and may not be sold, leased, given away, assigned or disposed of, or have any interest in thereof transferred.

You agree not to change the location of the leased equine until the new location is approved by Begin Again Horse Rescue, Inc. A temporary change of location of no more than seven (7) days is allowed. If you change the leased equine's veterinarian, you will provide the new veterinarian's information to us within thirty (30) days of said change.

You will not breed your leased equine, nor cause it to be branded.

You agree that if you desire to cease leasing an equine from Begin Again 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 a foster home or make room at our farm.

If you lease an equine that is still in need of weight gain or recovery from an injury, you, a licensed veterinarian and the farm manager for Begin Again Horse Rescue, Inc. will set reasonable goals to get the equine at a recommended weight and/or healthy condition.

As a permanent lease home, you agree to accept full responsibility for feeding, hoof trimming, worming, dental care and to provide veterinary care for illness and/or injury according to the leased equine's needs. Veterinary bills are the responsibility of the Lessee. We request that we be notified of any life threatening/emergency vet visits in writing (text or email approval is accepted). If the equine is seen by any veterinarian practice other than Genesee Valley Equine Clinic (GVEC), we request that the Begin Again Horse Rescue, Inc. is listed as the owner of the equine on the veterinary records.

Once a year, we expect you to have the equine be seen by a licensed veterinarian for an updated Coggins (if needed that year) and to receive annual vaccinations. Please note that the Coggin's test must also be in the name of Begin Again Horse Rescue, Inc. since we are the owner of the equine.

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Inspections, Return and Liability:

You agree to permit one of our representatives to visit your property and your leased equine should we request to do so. You also agree to take and forward photographs of your leased equine and to provide information promptly as requested by Begin Again Horse Rescue, Inc.

If you fail to comply with any of the statements in this agreement or if Begin Again Horse Rescue, Inc. determines that the situation is undesirable for the well-being of the leased equine according to the terms of this agreement and in the "Minimum Standards of Care," Begin Again 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 leased equine to Begin Again Horse, Inc. upon our request. Should the equine be with foal, both will be returned to Begin Again Horse Rescue, Inc.

Begin Again 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 leased equine while it is in your care, and you agree that neither Begin Again Horse Rescue, Inc. nor its directors, officers, Board Member, 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 Begin Again Horse Rescue, Inc. or any of its employees or agents as a result of any conduct of the equine in your possession, you agree to indemnify and hold harmless Begin Again Horse Rescue, Inc. its directors, officers, Board Members, employees and agents from any such claim, including costs and attorney's fee resulting from such claim.

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 New York and county of Livingston, being the Begin Again Horse Rescue, Inc. principle location. Any dispute under this agreement shall be litigated in and venue shall be the State of New York and the County of Livingston or Ontario. If any clause, phrase or word is in conflict with state law, then that single part is null and void.

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You understand that Begin Again 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 Begin Again 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 the permanent lease of the equine named _____.

Signature of Lessee

Date

This contract is hereby accepted on behalf of Begin Again Horse Rescue, Inc by:

Signature of Begin Again Horse Rescue, Inc Officer

Date

Printed Name of Begin Again Horse Rescue, Inc Officer

The Suggested non-refundable Donation for this equine is: \$ _____

(This donation may be tax deductible by the Lessee. The Lessee should consult his/her independent tax advisor to determine deductibility)

For Office Use Only:

Paid by ___ Cash or ___ Check # ___

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Minimum Standards of Care

The following guidelines are applicable to general equine management practices as set by the Global Federation of Animal Sanctuaries (GFAS) and are required of all persons fostering an equine from Begin Again Horse Rescue, Inc. While not comprehensive, they offer 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

Various types of enclosure are available to confine equines, including, but not limited to: stalls, dry lots or pastures. In addition, equines shall be provided sufficient opportunity and space to exercise daily and have freedom of movement as necessary to reduce stress and maintain good physical condition. Space and provisions for exercise shall be appropriate for the age, condition and size of the equine.

Group pasturing of compatible equines to allow social interaction is encouraged. If equines are individually stalled, they must be able to make visual contact with other equines, unless otherwise directed by a veterinarian for the safety of the equine in question or other equines at the facility.

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 10X10 foot stall (6x6 for miniature equine) 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

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Shelter continued:

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.

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. All t-posts shall be appropriately capped. Fencing shall be monitored on a regular basis to ensure its safety and effectiveness is maintained.

Vaccinations, Dental Care, Hoof Care, Worming and Coggins

Under current New York law a negative Coggins is required to travel with your horse anywhere. In New York, this test is valid for up to 2 calendar years (it is valid for the year the blood was drawn and the following calendar year). The horse you are fostering will come with a current Coggins certificate with Begin Again Horse Rescue listed as the owner. If the Coggins should expire while you are fostering the horse, then any new certificate should also list Begin Again Horse Rescue as the owner.

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Vaccinations, Dental Care, Hoof Care, Worming and Coggins continued:

Yearly vaccinations are required. Eastern/Western Encephalitis, Rhino, Tetanus, Rabies, West Nile and any other inoculations your veterinarian recommends for endemic diseases are mandatory. Teeth must be kept in good condition and should be checked by a licensed veterinarian or equine dentist annually. All equines must be kept on a regular deworming program or fecal egg count schedule as approved by a licensed Veterinarian. Proper hoof care is required to be done as often as necessary to maintain sound hooves.

Maintaining Health

All equine must maintain weight and condition as described by the Henneke Scoring System (see attached description) between Moderate (5) and Fleshy (7) unless under the direction of a licensed veterinarian. Cuts, sores and illnesses which normal animal husbandry practices would require veterinarian care must be attended to immediately by a licensed veterinarian.

I, _____ have read and accept the terms, conditions and above-stated regulations that pertain to my acceptance and placement of the equine.

Signature of Foster Home

Date

Printed Name of Foster Home

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