



**Drifter's Hearts Of Hope, Inc.**

46751 CR 17

Elizabeth, CO 80107

(303) 521 - 5726

[driftersheartsofhope@mail.com](mailto:driftersheartsofhope@mail.com)

### **Foster Contract**

**Please read the following carefully.**

This contract is between Drifter's Hearts Of Hope, Inc. (hereafter referred to as DHOH) and \_\_\_\_\_, (herein referred to as foster home) residing

NAME

at \_\_\_\_\_ in \_\_\_\_\_ located

(ADDRESS)

CITY, STATE AND ZIP

in \_\_\_\_\_ County on this date \_\_\_\_\_. This contract will remain in effect from the date of signatures until all equines owned by DHOH and in the custody of the above foster home are removed from the foster home's care.

The foster home has applied for and been approved by DHOH to foster equines located at the above address. Fostered equines that are located at an address other than the foster home will be located at the following:

Address, City, State and Zip

County

The foster home acknowledges and agrees to abide by the following statements by initials and date at the bottom of each page and with signature on page four (4). If foster home consists of joint partners as stated in family membership application, then both parties of the foster home must initial and sign.

- a. That the undersigned foster home is at least eighteen years of age.
- b. All equines fostered for DHOH are the sole property of DHOH. No foster home shall transfer, sell, give away, lease out, or otherwise allow any other person to claim or have any partial or full ownership of any equine owned by DHOH.
- c. DHOH may at any time, without oral or written explanation and/or cause, remove any equine that is owned by DHOH and fostered by and in the care of any foster home from any property where a DHOH foster equine is located.
- d. At the time of fostering, DHOH will provide the foster home with any health records known to DHOH.
- e. The foster home understands that DHOH cannot guarantee the health, temperament, or soundness of the fostered equine. The foster home understands that the fostered equine(s) may have health or behavioral issues stemming from

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date



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neglect or abuse that limit the equines' riding abilities, and the foster home agrees to ride the fostered equine only in accordance with those limitations.

- f. If foster home must cease fostering an equine owned by DHOH the foster home agrees to give notice in writing or via email to DHOH.
- g. It is understood and agreed that to continue fostering equines for DHOH, all foster homes must remain a member in good standing of DHOH. If at any time the foster home's membership becomes inactive, DHOH will remove any and all equines owned by DHOH from the foster home's property. This contract will then become null and void.
- h. Foster home will provide all basic care of equines fostered. This includes but not limited to providing hay, grain, wormer, farrier work (unless medically necessary due to illness or injury) and safe, sanitary living conditions.
- i. The foster home agrees to notify DHOH immediately of any health or medical issues of the equines fostered by them and owned by DHOH. The foster home will provide timely veterinary care to all equines fostered and owned by DHOH. .
- j. The foster home agrees to comply with and all requests from any officer of DHOH for information on any equines fostered by them and owned by DHOH. Such information will be provided in a timely manner.
- k. No equine owned by DHOH and in foster home care may be, as stated in paragraph (b) be sold, given away, leased out, sent to slaughter, removed from the foster home's personal supervision or moved for any reason, other than evacuation purposes, from the above designated address without the prior written approval of the Board of Directors of DHOH.
- l. In the event of an emergency, foster home may move any equines owned by DHOH to a safe and secure location. Foster home agrees to give DHOH notice, in the form of telephone call or email, within twelve (12) hours of re-location.
- m. Should it become necessary to euthanize any equine owned by DHOH for medical reasons when the foster home cannot reach an Officer of DHOH, foster home will notify DHOH within twelve (12) hours of euthanization. The foster home will provide a written statement detailing the reasons for the equines euthanized with signature of a licensed veterinarian concurring with said actions.

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

\_\_\_\_\_  
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- n. Foster home agrees that authorized representatives of DHOH, those being officers, directors and/or any other persons delegated by them, may enter without notice the property where any equine owned by DHOH and in foster home's care is located to determine if all conditions of this contract are in compliance. It is also agreed that an authorized representative of DHOH as stated above may, with or without cause, enter any property where equines owned by DHOH and in foster home care are located and take immediate possession of said equines without recourse.
- o. It is further agreed that the foster home accepts all responsibility for any action or lien resulting from an action, directly or indirectly, involving any equine owned by DHOH while in the care of the foster home. It is understood and agreed that neither DHOH nor its employees or agents will be held liable for any damages or injury caused to any member of the foster home and/or any third person by fostered equine(s) owned by DHOH in the foster home's care once the foster home receives delivery of the equine(s). This includes but is not limited to damages or injuries caused by the behavior or performance or lack thereof of the fostered equine(s), in any manner expected.
- p. The foster home agrees to pay any and all reasonable attorney's fees and all court costs of DHOH in the event that any matter under this contract is forwarded to an attorney for the enforcement of DHOH' rights and remedies under this contract.
- q. If the foster home becomes unable to care for any foster equine owned by DHOH in any way or defaults on any of the stated conditions of this contract, or in the event of the foster home person's death, this contract acknowledges the foster home directs his or her estate to acknowledge that the foster equine(s) owned by DHOH will immediately be returned to DHOH and that said equine(s) is separate from and not included in foster home estate or personal property in any manner or form. The foster home also directs that if he/she is unable to return said equine to DHOH that whomsoever shall have directive powers over his/her affairs, shall immediately return or cause to return foster equine(s) to DHOH.
- r. It is the responsibility for all foster homes to read, understand and comply with the current policies of DHOH including any revision or change to those policies. All policies and procedures of DHOH are located and available on the DHOH website at <http://www.driftersheartsofhope.org>. Printed copies will be made available upon request.

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

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UNDER COLORADO LAW, A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

Whereunto, I hereby accept and agree to the above stated conditions and requirements of this foster home contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature of Foster Home

\_\_\_\_\_  
Signature of DHOH Representative

\_\_\_\_\_  
Signature of Foster Home

\_\_\_\_\_  
Title

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Date