

## **COASTAL ARABIANS & EQUINE RESCUE INC. FOSTER AGREEMENT**

This EQUINE FOSTER AGREEMENT ("Agreement"), entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), by and between \_\_\_\_\_ ("Foster"), and COASTAL ARABIANS & EQUINE RESCUE, IN ('CAER INC');

Agreement is made for the Horse known as \_\_\_\_\_. Age: \_\_\_\_\_  
Color: \_\_\_\_\_ Sex: \_\_\_\_\_ See also attached photo(s).

WHEREAS, COASTAL ARABIANS & EQUINE RESCUE is a non-profit entity that provides care, rehabilitation, and adoption services for equines that have been purchased at auction, feedlots or at risk. Also those abandoned, surrendered, or seized by law enforcement;

WHEREAS, Applicant has applied for and been approved to FOSTER \_\_\_\_\_ (equine) through COASTAL ARABIANS & EQUINE RESCUE INC;

WHEREAS, FOSTER shall not be interpreted as ownership of the equine. FOSTER means, for the purpose of this contact, to assume care of the equine with contingencies set forth in this document until the horse is removed by CAER Inc. for adoption or other foster care placement.

NOW, 1. COASTAL ARABIANS & EQUINE RESCUE equines shall, at all times, have a clean, safe shelter (a minimum of a three-sided stable shelter), sufficient high quality hay, concentrated feed (when needed), free choice water and mineral access, routine farrier trims as needed, access to vet care (as needed), routine worming and vaccinations, training (if needed), safe fence and pasture (nothing loose, exposed, sharp) and sufficient room for exercise. FOSTER shall not withhold any medical or dental care for any reason. FOSTER shall always allow access to CAER INC approved equine dentists, veterinarians, or farriers as needed without exemption. Foster caregiver provides full care with the understanding donation letter will be provided for expenses incurred to provide care for foster horse. Any agreement to cash reimbursement must be agreed in writing and attached to this agreement.

### **MISCELLANEOUS**

1. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws;

2. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred;

3. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties;

4. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement;

5. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible;

6. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

7. Default.

(a) Right of removal. Upon material breach of this Agreement, Coastal Arabians & Equine Rescue Inc., will immediately remove said horse without incurring any further responsibility to Foster.

(b) Right to collect fees and costs. This Agreement is terminated upon a breach of any material term and the COASTAL ARABIANS & EQUINE RESCUE has the right to collect all reasonable fees and costs, including attorney fees, from the breaching party.

**This contract must be signed, witnessed and delivered the day that a FOSTER horse is delivered or transported to the FOSTER HOME. Anyone signing this contract agrees they have reviewed all information on the foster process and agree to all standards set forth therein.**

\_\_\_\_\_  
Foster

\_\_\_\_\_  
Date

\_\_\_\_\_  
Coastal Arabians & Equine Rescue Inc.

\_\_\_\_\_  
Date

Horse photo attach p3