



*All About*  
**EQUINE**  
ANIMAL RESCUE, INC.

## ADOPTION & FOSTER POLICY/AGREEMENT

**Adoption is PENDING until ALL information is received and adoption is approved.**

Please read the **entire** document and **complete the checklist** prior to submission. As part of the adoption/foster application process, please review the All About Equine Animal Rescue, Inc. (AAE) Adoption & Foster Policy/Agreement and sign the acknowledgment on page 11. If you have any questions or concerns, please discuss with an AAE Adoption/Foster Team representative.

When placing an equine into new home, the following policies and procedures will be followed:

**1.0 Adoption/Foster Policy:** The All About Equine Animal Rescue, Inc. (hereinafter referred to as AAE) Adoption/Foster Policy is designed to help ensure that all AAE equine are placed in suitable homes, whether permanent (adopter) or temporary (foster) or permanent adopter.

**1.1 Adopter/Foster:** AAE's goal is to place every adoptable equine into a permanent, financially stable, forever home, in which the equine will be well cared for and able to live out its life in a safe, caring environment. Through an adoption process, AAE will evaluate and select the adopter AAE deems the most suitable match for any given equine.

1.1.1 Prospective adopters must submit an Adoption Package

1.1.2 Prospective adopter must be at least 18 years of age at the time of adoption.

1.1.3 Prospective adopter must have no history of animal abuse or neglect.

1.1.4 If equine is being considered for riding purposes, the gross weight of the rider and tack should not exceed 20 to 25 percent of the equine's body weight, depending on the horse.

1.1.5 If the equine is rideable/trained, AAE recommends the prospective adopter/foster arrange a demonstration and test ride/drive prior to finalizing Adoption/Foster Package.

1.1.6 Foster: The demand for help for equines in need exceeds AAE's capacity for housing additional equines. As a result, on occasion, AAE considers foster homes, or temporary homes, for housing additional equine. For policy purposes, a foster home is considered a temporary adoption, and the same standards, policies and procedures, and application and agreement that apply to adopters also applies to fosters. Fosters care for and provide for the equine as would an adopter, for an unspecified period until a permanent adopter is identified and approved.

1.1.6.1 An adoption takes priority over a foster, and AAE does not typically foster riding horses or highly adoptable horses due to logistical challenges with adoption visits.

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- 1.1.6.2 Foster must make equine(s) available for viewing by prospective adopters at all times; prospective adopter visits will be scheduled with foster by appointment only.
- 1.1.6.3 An adoption fee is not required of a foster.
- 1.1.6.4 On occasion and with prior approval, a pre-determined foster period will be considered.
- 1.1.6.4.1 Proposed Foster period is from \_\_\_\_\_ to \_\_\_\_\_.
- 1.1.6.4.2 Arrangements for transport of equine back to AAE must be made with AAE within 30 days of return to AAE.
- 1.1.6.4.3 The foster period may be extended by agreement of AAE and foster in writing, 30 days prior to end date of foster period.
- 1.1.6.5 AAE receives equines from a variety of sources and in most circumstances, AAE typically has little or no knowledge of the equine's life history nor equine's handling/training/experiences prior to arriving at AAE. AAE attempts to obtain information from prior owners and/or caretakers, when possible. AAE also strives to get to know each equine under our care and determine what will be the most favorable future environment; however, it is impossible to predict any equines behavior, with certainty. AAE will disclose any known health issues and whatever is known about the history of each particular equine, as AAE understands it. AAE will provide prospective adopter with whatever significant information AAE was provided by the previous owner, caretaker, and/or learned about the equine since arrival at AAE; however, AAE cannot guarantee an equine's temperament, training, and/or suitability for a particular purpose.
- 1.1.6.6 Adopter/Foster is responsible for transport of adopted equine.

**1.2 Adoption Fee:** AAE will set a non-refundable adoption fee for each adoptable equine.

- 1.2.1 AAE reserves the right to adjust the adoption fee, higher or lower, as the equine progresses in rehabilitation and/or training, or until equine is adopted and adoption fee is paid.
- 1.2.2 The adoption fee is payable only by cash, bank check, or money order; personal checks will NOT be accepted.
- 1.2.3 A \$100 non-refundable deposit is due at the time an Application Package is submitted. If Applicant is approved, the deposit will be applied to the Adoption Fee. If the Applicant is not approved, the deposit will be returned.

**1.3 Application Process:** Once a prospective adopter/foster makes a request to adopt/foster an AAE equine, prospective adopter/foster shall submit a complete Adoption/Foster Package to AAE, preferably via email or fax.

- 1.3.1 Adoption Package: A complete Adoption/Foster Package shall consist of:
- 1.3.1.1 A completed Adoption/Foster Questionnaire (Questionnaire)
- 1.3.1.2 A signed copy of the Adoption & Foster Policy/Agreement (Agreement)
- 1.3.1.3 Photographs of the property (minimum of 12 to 15) where the equine(s) will live.

Photographs should include an overview of the facility including barn(s), stall(s), paddock(s), pasture(s), arena/round pen(s), shelter(s), run-in shed(s), tree cover, perimeter fencing, cross-fencing, feed and water sources, feeder(s), feed storage area(s), equipment storage area(s), tack storage area(s), wash rack(s), and other equine(s), as applicable. AAE may specify additional items, as needed.

1.3.1.4 Photographs of the horse trailer and truck you will use for transport (minimum 8-10), including front, rear, left side, right side, interior areas, floor, doors, hitch, receiver, tires, truck, etc.

1.3.1.5 Payment of a \$100 non-refundable deposit; deposit is only payable by cash, cashier's check, or money order.

1.3.2 Prior to submittal of Adoption Package, Applicant should notify references of pending adoption/foster, and authorize references to discuss Application and release information to AAE.

1.4 Application Review Process: The approval process will begin upon receipt of the completed Adoption/Foster Package.

1.4.1 The Application will be reviewed and evaluated to assure Applicant meets AAE standards and requirements, and references will be contacted.

1.4.2 After review and verification of Adoption/Foster Package, a volunteer evaluator may be assigned to conduct an on-site evaluation of the property. Every attempt will be made to visit the property within seven days. The evaluator will verify that all animals on the property are properly cared for, and the property is safe, well maintained, and adequate for the equine.

1.4.3 If the equine will be house or boarded at a property other than Applicant's residence, AAE will interview the property owner and/or boarding facility manager and inform the boarding facility that AAE must be notified immediately if the Adopter does not pay boarding fees or if Adopter in any way abuses, neglects, or abandons the equine.

1.4.4 AAE will request additional information, if needed.

1.5 Application Approval:

1.5.1 AAE reserves the right to choose the Applicant that AAE deems represents the most appropriate match for each AAE equine; AAE reserves the right to reject an application.

1.5.2 Upon completion of the review and evaluation, an AAE representative will notify the Applicant whether he/she is approved to Adopt/Foster. If approved, "Applicant" becomes "Adopter/Foster".

1.5.3 Upon notification of approval, Adopter/Foster must make arrangements for immediate payment of adoption fee.

1.5.4 Upon notification of approval and payment of Adoption Fee, Adopter/Foster is responsible for immediate transport of the equine to its new home. Adoption Fee and Transport can be coordinated concurrently.

1.5.4.1 AAE may be able to transport equine to new home; however, a round trip transport

fee will apply. Transport fees will be a minimum of \$2 per mile.A

1.5.4 Pre-Purchase Evaluation: Prior to finalizing an Adoption/Foster, AAE welcomes pre-adoption evaluation.

1.5.4.1 A veterinary evaluation and/or lameness exam may be done at adopter's expense prior to finalizing an Adoption/Foster.

1.5.4.2 A pre-adoption evaluation by a trainer, instructor, or other professional may be done at adopter's expense.

1.5.5 AAE will provide an Equine Health History for the equine, which will provide information regarding equine's current diet, medications and/or special needs (if any), as well as dates of most recent dental, vaccines, farrier care, and worming. In most cases, before the equine is adopted/fostered, it will be at a healthy weight. Adopter/Foster's with experience rehabilitating equines may be approved for fostering/adopting equines still rehabilitating.

## **2.0 Post-Adoption Policy**

2.1 Adopter/Foster is required to notify AAE prior to any change in Adopter/Foster's residence/ mailing address, location of equine housing/boarding, phone numbers, email address, and/or any other contact information.

2.1.1. A Change of Information Form is included in this packet and available on AAE's website.

2.2 AAE reserves the right to visit equine and inspect the adopter/foster at any time.

2.3 Upon approval to adopt/foster an equine from AAE, Adopter/Foster takes complete responsibility for the equine once in Adopter/Foster's care, including costs for boarding fees, feed, supplements, routine veterinary care, farrier care, dental care, vaccines, and deworming, and any other related costs, including costs for emergency veterinary care, as well as responsibility for injury or damage to the person or property of another.

2.3.1 AAE will not reimburse Adopter/Foster for any expenses incurred on behalf of the equine while in the Adopter/Foster care.

2.3.2 Foster care expenses associated with the fostered equine are tax deductible to the full extent of the law. Please consult with your tax professional.

2.4 Adopter/Foster may return the equine to AAE for any reason at any time; however, AAE may need reasonable time (up to 30 days) to make quarantine space and/or adequate housing space available.

2.4.1 If AAE must transport the equine back to AAE, to a foster, or for veterinary care, Adopter/Foster will be responsible for AAE's round trip transport fee. Additional fees for additional related transport may apply, such as picking up equine from veterinary clinic, return visits to and from veterinary clinic, and/or other related transport.

2.4.2 If equine is returned to AAE, Adopter/Foster will be responsible for the cost of any veterinary care needed as a result of injuries or illnesses sustained in Adopter/Foster's care, and/or the cost of any other expenses incurred by AAE as a result of Adopter/Foster's acts or omissions while in possession of the equine, including updating basic care (e.g. vaccines, hoof care,

dental care, deworming, and/or any related maintenance care.)

2.4.2.1 In the event equine is malnourished, Adopter/Foster will be responsible for costs for refeeding program until equine has resumed normal weight and body score per AAE veterinarian's opinion.

2.4.3 If Adopter/Foster needs to rehome an equine, the prospective new adopter/foster must complete and submit the AAE Adoption/Foster Package for approval. Further, AAE must approve any and all subsequent adopter/foster(s), or AAE will accept the equine back into AAE's care.

2.4.4 Adopter/Foster agrees he/she will never sell adopted equine at auction or to slaughter nor sell, transfer, release, or otherwise place the equine into possession of any person that will cause the equine to be sold at auction or to slaughter. Any adopter/foster responsible for sale of adopted/fostered equine at auction or to slaughter will be responsible for all costs incurred by AAE in recovery and rehabilitation of the equine or triple the adoption fee, whichever is greater.

2.5 For Fosters, approval applies only to the foster property that is initially approved. Prior to relocation of a foster home, AAE must conduct an evaluation of the prospective new property prior to relocating equine.

2.6 An approved Application can be applied to adoption/foster of subsequent equine(s), with updates, as requested by AAE.

**3.0 Standards Of Care:** The following standards are applicable to general equine management practices and must be agreed to prior to adopting/fostering an equine from AAE. While not comprehensive, they offer basic parameters for responsible equine ownership. In addition, Adopter/Foster must agree to comply with all relevant federal, state, and local equine-related laws, and the number of equine should never exceed the ability of the Adopter/Foster to provide proper care and maintenance. Such limits are dependent not only upon the physical ability of the individual, but also the financial ability.

**3.1 Facility and General Management Practices:** Various types of enclosures are available to confine equines including, but not limited to stalls, paddocks, dry lots, or pastures. AAE's philosophy is that equines should have as natural an environment as possible. Adopters/Fosters agree to provide housing with 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. Equines should have compatible pasture mates, and they should not live alone. Any area in which equines are kept must have safe fencing and be free from hazards such as debris, equipment, machinery, or other hazards. The following are standards, which must be met in order to adopt/foster an equine; however, all will be considered on a case-by-case basis:

### **3.2 Facility Requirements:**

3.2.1 Pasture. Facility must consist of a minimum of 1/2 acre pasture per equine. 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. Turn out should be a majority of time in a large open space, daily, where it can move freely and without limitation.

3.2.2 Shelter. A man-made shelter is required. AAE recommends a 12-foot by 12-foot stall per

standard sized equine in a barn with turnout or pasture; or a three-sided run-in shelter with a recommended 12-foot by 12-foot space per equine in pasture. A minimum 10-foot by 10-foot stall is required per equine. 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. Shelter shall provide protection from extreme weather including but not limited to: prevailing wind, snow, sleet, rain, sun, and temperature extremes. Shelters may be constructed with sides that are removable during the summer. All enclosures, stalls and/or shelters shall be kept in good repair and free of standing water, accumulated waste, debris, sharp objects, nails or other objects that could potentially cause injury to the equine. If the barn or shelter is metal, the exposed metal siding on the inside of the stall and/or shelter shall be covered with 3/4" to 1" plywood or 2" by 6" boards.

3.2.3 Water. Troughs or individual water sources must be available at all times to provide adequate water supply for all equines. All water receptacles shall be kept clean and free of contaminants, and they should be positioned or affixed to minimize spillage. Equines shall have access to water at all times when not actually being handled, exercised, trained, worked, ridden, or transported. Equines that are being handled, exercised, trained, worked, ridden or transported shall be provided water as often as needed 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.

3.2.4 Feed and Storage. Equines typically require the equivalent of one and one-half to two percent of their body weight per day in high quality forage, but this may vary. If natural forage is insufficient in quality or quantity, diet shall be supplemented with quality hay, pellets, and/or grain, as required for the equine(s) to maintain normal body weight. Diet shall be planned with consideration of 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/foster to ensure that each equine receives nutrition in sufficient quantity. Individual feed buckets or troughs should be provided for each equine. If necessary, equines shall be separated to ensure each has access to adequate nutrition without interference from more dominant equines. All feed storage areas and feeding receptacles shall be kept clean and free of contaminants and hazards, such as feces, mold, mildew, rodents, insects, and mechanical hazards. Stored feed shall also be kept in such a manner that equines cannot gain access to it.

3.2.5 Fencing. Fencing shall be of solid construction, visible to equines, and without sharp edges; electric fencing is acceptable. Barbed wire fencing is not acceptable. T-posts shall be appropriately capped. Fencing shall be monitored on a regular basis to ensure its safety and effectiveness is maintained.

3.2.6 Cattle Guards. Cattle guards will not be permitted unless there is a gate separating the equines from the cattle guard or the equines do not have access to it.

3.3 Breeding. AAE forbids the breeding of an adopted/fostered equine, as there are already too many homeless equines and/or unwanted equines being neglected, abandoned, and/or going to auction/slaughter. If an adopted equine has been used for breeding without written permission of AAE, such breeding is a breach of agreement and ownership of the adopted equine and offspring reverts to AAE.

3.4 Health Standards. Equines shall maintain a body condition score of no less than 4 on the Henneke Body Condition Scoring Chart. Exceptions shall be made for an equine(s) under regular veterinary care for a medical condition. If the health of an equine in Adopter/Foster's care is in decline and weight loss occurs, Adopter/Foster must immediately notify AAE of such circumstances.

Adopter/Foster agrees to forward a veterinarian's brief statement of named equine's residence, general condition, weight, teeth and hoof condition upon request.

3.4.1 Adopter/Foster agrees AAE has the right to obtain all veterinary records directly from any veterinarian treating the named equine and that execution of the Agreement shall serve as a release to the applicable veterinarian authorizing the delivery to AAE of all veterinary records maintained.

3.5 Hoof Care. Adopter/Foster shall ensure that the equine will receive regular hoof care and maintenance every six to eight weeks, or as directed by a veterinarian or hoof care practitioner. Fostered equines should NOT be shod without the express written permission of AAE. Shoeing of an equine without such permission is a breach of agreement. Exceptions may be determined by veterinary or other expert consultation when such care is deemed necessary or would endanger the equine in question and/or their caretaker(s), i.e., in the case of wild or untamed equines.

3.6 Humane Euthanasia. Should the adopted/fostered equine suffer an injury or condition for which a licensed veterinarian recommends euthanasia, then a licensed veterinarian may administer euthanasia. Adopter/Foster shall immediately notify AAE of such euthanasia and provide a veterinary statement and record of the euthanasia. For euthanasia for any other reason, every effort should be made to notify and consult with AAE prior to euthanasia. Adopter/Foster agrees no Adopted/Fostered equine shall be euthanized for laminitis, founder, or navicular syndrome, without the written consent of AAE.

3.6.1 Only a licensed veterinarian may administer euthanasia, except in an extreme emergency when a veterinarian is not available. If an extreme emergency exists, euthanasia shall be performed by a humane method in a humane manner. Adopter/Foster shall request a veterinarian examine the carcass to verify, in writing to AAE, in such immediate need. Carcass shall be disposed of in compliance with all relevant law.

3.7 Physical, Mental and Emotional Health. Adopter/Foster agrees, by signing this policy, that all equines are sentient creatures with physical, mental and emotional needs. These include humane treatment, the company of other equines, access to open areas, humane training and handling methods, and respect for the equine as a living creature with its own unique needs. No adopted/fostered equine shall be treated in a way to jeopardize its physical, mental and/or emotional health, and any such treatment is a breach of agreement. No equine shall be forced into a discipline for which it is not physically, mentally, and emotionally suited. Such conditions shall also be a breach of agreement.

3.8 Sale or other disposal of equine. No adopted equine shall be sold, disposed of, adopted, given away, donated, loaned, or leased to another individual, family or agency without prior completion of AAE Adoption/Foster Package and the express written permission of AAE. Any such transfer or change of possession is a breach of agreement. This is not to inconvenience Adopter/Foster, but to safeguard the welfare of the equine and to assure that AAE remains aware of equine location and in contact with the equine and Adopter/Foster. If Adopter/Foster can no longer afford to keep the equine, it can be returned to AAE.

#### **4.0 Restrictions.**

4.1 Breeding. Breeding of adopted or fostered equine is strictly prohibited. Studs shall be physically separated from pastured mares by a minimum of a ten foot buffer zone, constructed of adequate fencing at a minimum of six feet in height.

4.2 Branding. No branding of adopted or fostered equines is permissible.

4.3 Racing. No racing of adopted or fostered equines is permissible.

**5.0 Additional Terms:**

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**6.0 Indemnification:** AAE, its past, present and future officers, directors, agents, employees, and volunteers shall not be held responsible for any defects and/or illness which the equine may have or may develop or for any damage or injury to any person or property that may be caused by the equine. Adopter/Foster agrees to release and indemnify and hold harmless AAE, its past, present and future officers, directors, agents, employees, and volunteers from and against any and all liability, claims, suits, actions, judgments, costs, fees, including reasonable attorneys' fees and damages for any damage or injury to any person or property that may be caused by the equine and/or arising out of and/or in connection with the equine.

**7.0 Photograph/Video Release:** Adopter/Foster agrees that AAE may use or authorize the use of any photographs or video of the equine in any way it deems appropriate to support its mission, including, but not limited to, fundraising purposes.

**8.0 Breach:** Adopter/Foster's failure to comply with the terms of this agreement will result in a breach of agreement.

8.1 If at any time Adopter/Foster violates any terms of the Adoption/Foster Policy/Agreement, or an AAE equine's health declines, Applicant agrees AAE has the authority to repossess said equine and any/all other AAE adopted/fostered equine from the Adopter/Foster and revoke Adopter/Foster's approval status without prior notice. On the day of the repossession, Adopter/Foster will be notified in writing stating the reason for the removal of equine and revocation of Adopter/Foster's approval status.

**9.0 Damages:** In the event of a breach of any terms of this agreement, AAE is entitled to recover damages for costs incurred including:

9.1 Transport: AAE is entitled to recover from Adopter/Foster transportation costs to return equine(s) to AAE or an approved foster. AAE's round trip fee for transport is a minimum \$3.00 per mile. If AAE must obtain transport services, AAE is entitled to recover costs for transport. Additional transport costs may incur if equine(s) is hospitalized or requires multiple visits to veterinary clinic/hospital as a result of injury, illness or other condition resulting from



Adopter/Foster's care or while in Adopter/Foster's care, even if originating from a family member, friend, or other third party.

9.2 Veterinary Services: AAE is entitled to recover from Adopter/Foster any veterinary costs incurred for evaluation, services/treatment and/or hospitalization needed as a result of any injury, illnesses, or condition resulting from Adopter/Foster's care or while in Adopter/Foster's care, even if originating from a family member, friend, or other third party.

9.3 Rehabilitation Costs: AAE is entitled to recover from Adopter/Foster any costs related to rehabilitating the equine, including refeeding costs for malnourished equine (minimum \$20 per day), supplements, veterinary evaluation, treatment, services, diagnostics, surgery, medication, retraining, and/or other costs incurred related to rehabilitation of the equine up to the point the equine(s) is deemed adoptable.

9.4 Maintenance Costs: AAE is entitled to recover from Adopter/Foster any costs related to maintenance costs for the equine(s) once equine(s) is deemed "adoptable" and until adopted, including feed (minimum \$10 per day) and/or costs for housing, supplements, medication, vaccines, deworming, dental care, and/or other related costs of basic care and maintenance.

9.5 Recovery Costs: AAE is entitled to recover from Adopter/Foster any costs incurred in recovery of the equine from adopter or a third party, if equine was rehomed without approval of AAE and/or third party's completion of AAE paperwork, including purchase price, as well as transport, veterinary costs, and/or other costs incurred related to recovery, rehabilitation, and maintenance of the equine.

9.6 Other Costs: AAE is entitled to recover from Adopter/Foster any other costs incurred in the recovery, rehabilitation, and/or maintenance of the equine(s) until the time the equine(s) is adopted.

I, \_\_\_\_\_, hereby acknowledge that I have reviewed and understand AAE's Adoption/Foster Policy document in its entirety. I further acknowledge that I agree with and will abide by and be bound by AAE's Adoption Policy/Agreement if my adoption application is approved.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Print Adopter Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Print Adopter Name

\_\_\_\_\_  
Date

**AAE Policy/Agreement Signature Page**

This section to be signed and dated after the adoption/foster application has been approved by AAE and on the day of horse ownership transfer and full payment of adoption fees.

I, \_\_\_\_\_, hereby agree to Adopt or Foster (circle one) the following equine(s):

Name of Equine(s): \_\_\_\_\_ AAE ID #: \_\_\_\_\_

Name of Equine(s): \_\_\_\_\_ AAE ID #: \_\_\_\_\_

This agreement (between) constitutes an offer of adoption by AAE for the horse(s) designated above for the total adoption fee of \$\_\_\_\_\_ minus the deposit paid of \$\_\_\_\_\_. Your signature on this agreement shall constitute your acceptance of the offer, and this agreement shall be binding on you and AAE upon (your) both parties signing this agreement. You represent that you are at least 18 years old.

I, \_\_\_\_\_, hereby agree that I have read, understand, and agree to abide by AAE’s Adoption & Foster Policy/Agreement.

\_\_\_\_\_  
Adopter/Foster Applicant signature      Date

\_\_\_\_\_  
AAE Representative’s signature      Date

\_\_\_\_\_  
Printed Name of Adopter/Foster Applicant

\_\_\_\_\_  
Printed Name of AAE Representative

\_\_\_\_\_  
Adopter/Foster Applicant signature      Date

\_\_\_\_\_  
Printed Name of Adopter/Foster Applicant