



Begin Again Horse Rescue, Inc.
PO Box 28
Honeoye, NY 14471
info@beginagainrescue.org
(585) 322-2427

Permanent Lease Agreement

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.

Foster Agreement Copyright 2017 Begin Again Horse Rescue

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 a designee of 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 every 6 to 8 weeks, regular worming or documented fecal checks, routine 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 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.

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.

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 # _____