BEGIN AGAIN HORSE RESCUE

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INFO@BEGINAGAINRESCUE.ORG

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: _____

By signing this agreement with us, you are approved for a permanent lease of the above named equine.

This agreement remains in effect until the equine is returned to BAHR or until the animal's death.

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. See additional **Minimum Standards of Care.**

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.

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. Should you wish to permanently move the equine out of the two hour adoption limit, you must present a written request to the BOD to review for approval

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

You agree that if you opt to cease leasing the equine from Begin Again Horse Rescue, Inc, you will give us 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 facility. You agree to provide the transportation of the equine to the rescue facility. As a permanent lease home, you agree to the **minimum standard of care,** accepting full responsibility for feeding, hoof care, 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 euthanasia, death, or any life threatening/emergency vet visits. We request that Begin Again Horse Rescue, Inc. remains listed as the owner of the equine in the veterinary records. Once a year, we expect you to have the equine seen by a licensed veterinarian to receive annual core vaccinations of EWT/WNV/rabies. The coggins testing should be kept current with Begin Again Horse Rescue named as the owner.

Inspections, Return and Liability: You agree to permit 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 when adopted, 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 leased 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. principal 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 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 leased equine when requested you will bear all costs of enforcement of this agreement.

I, _____ have read and accept the terms and conditions that pertain to my acceptance of the permanent ease of the equine named _____.

Signature of Leasee _____ Date: _____

This contract is hearby accepted on behalf of Begin Again Horse Rescue by:

Signature of BAHR Agent _____ Date:_____

Printed name of BAHR agent _____

The non-refundable donation for this equine is $_____.

For office use only:

Paid by ___Cash or Check # _____