

Case # _____



South Carolina Awareness and Rescue for Equines, Inc.

Placement Agreement

This Agreement is made as of the day _____ of _____, 20__ between South Carolina Awareness and Rescue for Equines, Inc (hereinafter referred to as "S.C.A.R.E.") and _____ (hereinafter referred to as "Caregiver(s)" for _____ (hereinafter referred to as "equine"). _____ (County Representative or Board Member) hereby authorizes the placement of the above named equine.

Level of Placement: ___ Quarantine ___ Rehabilitation ___ Training
 ___ Temporary Foster ___ Foster ___ Permanent ___ Adoption Pending

"Level of Placement" Defined. The terms "Quarantine", "Rehab", "Temporary", "Foster", and "Training" refer to the intent of the Caregiver at time of placement, and apply particularly to horses pending legal/court proceedings. After the legal disposition of the equine(s) is determined, and the Caregiver wishes to amend this agreement to "Permanent/Adoption Pending" they may do so, and will have first right of refusal prior to said equine(s) being placed for adoption, provided all requirements of this agreement have been met hereto. Caregiver understands that once this becomes a "Permanent/Adoption Pending" placement, a donation in honor of said equine(s) may be assessed. It is further agreed that the financial commitment of the Caregiver will be considered at the time of assessment. Donations will be assessed based on the age, health, limitations/special needs, level of training, rideability, etc. This donation is an effort to insure that S.C.A.R.E. will have the ability to continue its mission. Caregiver's personal monetary investment will be taken into consideration at time of assessment. NOTE: All horses pending a court proceeding will be deemed as a quarantine, rehab, temporary, or in some cases, training placement. Permanent placement will not be considered until equine is free of all legal proceedings, and there will be no fee assessed at the time of placement on a horse pending court proceedings.

[] If this box is checked, this placement represents an agreement for Permanent Placement/Adoption Pending. A total donation in honor of said equine has been assessed at _____ and no/100 Dollars (\$_____). One half of said donation in the amount of (\$_____) shall be paid at time of placement, and is nonrefundable. The remainder of said donation in the amount of (\$_____) shall be made at the conclusion of the agreed upon six month preliminary period. An Adoption Certificate shall be issued to Caregiver at the time the remainder of assessed donation is made. If Caregiver wishes to return the equine(s), they may do so, however, all monies invested either in care or donation shall be nonrefundable. If Caregiver fails to submit the remainder of the aforementioned donation at the end of the agreed upon six month period, the equine(s) may be placed up for adoption, at the discretion of the board.

[] If this box is checked it is an indication that the horse you have agreed to provide foster care is pending a court proceeding to which the outcome of the case will be determined by a Court of Law. Caregiver agrees not to interfere with any investigations or legal procedures that may affect the outcome of the pending court case. Caregiver also understands the possibility of the necessity of their testimony in court, under oath, regarding the health of the equine at the onset of foster care. Caregiver further understands and acknowledges that any equine fostered pending a court proceeding is considered a ward of the state, and the care and keeping of that equine has been entrusted to S.C.A.R.E. pending the outcome of said proceeding. During this period said equine IS NOT the property of S.C.A.R.E., nor the foster Caregiver, and therefore shall not be used in any manner that could pose potential danger of injury or loss of life, including but not limited to offsite use, transport other than necessitated by medical reasons.

Any and all intended use(s) of the equine described herein will be addressed on a case by case basis, and any related restrictions and/or limitations will be addressed on Exhibit "2", attached hereto, and made a part herein by reference, (i.e. riding, showing, training, etc.).

Any changes to the terms of this Agreement, such as out of state placement and/or SCARE's giving title of the equine to the Caregiver, would be at the sole discretion of the Board of Directors of SCARE, and are effective only when evidenced by a

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written Amendment to the Agreement, such Amendment to be signed by the Executive Committee of the SCARE Board of Directors and Caregiver. All requests for ownership are accepted for consideration when the Caregiver submits such requests in writing and Caregivers have successfully completed two full years of foster care. The conditions in any Amendment to this Agreement will be written on a case by case basis. Conditions could include but are not limited to; a minimum of annual vet reports, photographs, and onsite visits. Failure of the Caregiver(s) to comply with this Agreement and any Amendment(s), as reasonably determined by S.C.A.R.E., gives S.C.A.R.E. the right to remove the equine. The cost of transportation to an approved S.C.A.R.E. home by a professional, insured hauler will be at the expense of the exCaregiver. All of the terms in this Agreement, and any Amendment(s) are severable by S.C.A.R.E. if one term is amended or found invalid by a Court of Law all other terms survive.

If at any time the equine(s) is sold or relinquished to anyone other than an approved S.C.A.R.E. representative without the express written permission of SCARE as evidenced by an Amendment to this Agreement, signed by the Executive Committee of SCARE's Board of Directors, said Caregiver will be immediately subject to a five thousand dollar penalty (\$5,000.00) payable to SCARE, and charged with horse theft and any other applicable charges according to South Carolina law, or such other state(s) as may have jurisdiction, and applicable federal law.

1. I _____ agree to care for _____ (equine).

Approximate age: _____ Breed (if known): _____ Species: horse / pony / mule / donkey / mini

Sex: Geld / Stallion / Mare / Preg Mare Approximate Height: _____ hands Approximate Weight: _____

Color: _____ Markings: _____

Tattoos: _____ Scars: _____

The Caregiver hereby agrees, pursuant to and in accordance with the terms and conditions as set forth in this Agreement, to provide care for the equine known as _____ .

1 S.C.A.R.E. will provide the Caregiver with any available health records of the equine known to S.C.A.R.E. at the time of placement. S.C.A.R.E. makes no claim or guarantees regarding soundness, temperament, or general condition. The Caregiver understands that the equine may have some health limitations due to previous instances of abuse and/or neglect. The Caregiver understands that there may be limitations as to the type of riding appropriate for the equine. The Caregiver agrees to use equine only in accordance with those limitations as set forth in Exhibit 2, attached hereto, and made a part hereof by reference. Caregiver recognizes and agrees to indemnify and hold harmless the equines Donor and S.C.A.R.E., its heirs or assigns forever, for any damage or injury to property or persons by equine.

2 The Caregiver agrees to care for and maintain the equine in accordance with the S.C.A.R.E. Care Guidelines that have been approved by official(s) who are deemed qualified by the organization, and are more fully described in Exhibit 1, attached hereto and made a part hereof by reference. Such care and maintenance shall include, but shall not be limited to, the following: adequate and proper quantities of wholesome feed; a constant supply of fresh water; regular exercise consistent with the condition of the equine, and any limitations described herein; appropriate hoof care administered by a qualified farrier; veterinary attention, including but not limited to, biannual vaccinations for Rabies, EWT, Rhino, Flu, West Nile and any other disease(s) which vaccines may be generally recommended in the State of South Carolina from time to time; and routine preventative treatment against parasites. Equine(s) must maintain a healthy body condition. Flesh and fat should cover the neck, shoulders, spine and rump. If equine under weight at the time of placement, the Caregiver is required to, and hereby agrees to, improve the equine's weight and condition to S.C.A.R.E.'s satisfaction within a reasonable amount of time. Caregiver agrees to contact S.C.A.R.E. in the event they are unable to rehabilitate said equine(s) to an acceptable condition .

3 The Caregiver agrees to advise S.C.A.R.E. of the exact physical address where equine will be kept, and further agrees that a representative of S.C.A.R.E. may make announced visits at any time to confirm that proper care is being provided. If the

Caregiver can not be reached within a 48 hour period to schedule a visit, this Agreement authorizes S.C.A.R.E. to enter such property to make an unannounced visit to inspect the facility in order verify the wellbeing of said equine(s).

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5. In the event the Caregiver should desire to move the equine from the initial facilities to a different facility after the Caregiver assumes care of the equine, the Caregiver agrees to notify S.C.A.R.E. at least 15 calendar days prior to the proposed move of the proposed new location. Any new location of the facilities must be expressly approved by S.C.A.R.E. before the equine is moved. The equine shall not be removed from the State of South Carolina except by written Agreement of the parties, which Agreement shall be attached as an addendum hereto, become part of this Agreement and shall set forth specific provisions for S.C.A.R.E.'s initial and ongoing inspection and monitoring of such location outside of the State of South Carolina.

6. The Caregiver agrees to notify S.C.A.R.E. immediately upon the death of the equine.

7. If for any reason the Caregiver is unable or unwilling to care for the equine as set forth in this Agreement and any Amendment(s) attached hereto, Caregiver will immediately notify S.C.A.R.E. and allow S.C.A.R.E. up to 30 days to remove the equine from their care.. Transportation to S.C.A.R.E. will be at the expense of S.C.A.R.E. No other extraneous charges or cost incurred by the equine(s) before being returned to the care of S.C.A.R.E. will be the responsibility of S.C.A.R.E. Under no circumstances shall the Caregiver attempt to or purport to sell, trade, abandon, give away or otherwise transfer the equine(s). Should the equine(s) be returned to S.C.A.R.E. due to termination of this Agreement, no money will be reimbursed to the Caregiver.

8. The Caregiver agrees to contact S.C.A.R.E. and/or a veterinarian upon the discovery of any medical problem except those minor medical problems that are usual and incidental to regular equine maintenance. The Caregiver agrees the equine will not be destroyed without first consulting S.C.A.R.E. and/or a veterinarian. Humane destruction, as an exception, will be allowed if a representative from S.C.A.R.E. cannot be contacted, and a veterinarian deems humane destruction necessary due to an irrecoverable accident, (for example, serious injury, illness and/or severe colic).

9. Caregiver agrees to pay any and all legal costs, including but not limited to S.C.A.R.E.'s attorneys fees, and court costs,. in the event any matters arising under the Agreement are referred to any attorney for enforcement of S.C.A.R.E.'s rights and remedies under this Agreement.

10. In the event that S.C.A.R.E. determines that the Caregiver is in breach of any term of this Agreement or any Amendment(s), or learns of the Caregiver's involvement with any humane society or animal control agency, which involvement results in a warning or citation for the inhumane treatment of any animal(s) or equine(s), all rights of the Caregiver as set forth in this Agreement and any Amendment(s) will be null and void. In that event, S.C.A.R.E. may enter onto the premises where said equine(s) is being kept, take possession of the equine(s) without threat of liability. The Caregiver forfeits any right or entitlement to any reimbursement of funds related to the care and expense of the equine(s) upon the breach of any term of this Agreement or Amendment(s) to this Agreement. Failure of S.C.A.R.E. to take the action authorized above does not waive S.C.A.R.E.'s right to take such action at any time including, but not limited to, any subsequent breach by the Caregiver of the Agreement.

11. This Agreement and the rights and obligations of the parties hereto shall be subject to, and shall be construed and interpreted under the laws of the State of South Carolina. The parties hereto shall also consent to jurisdiction of the Courts of South Carolina for all purposes and any disputes arising hereunder.

12. In the event a mare is in foal at time of placement, Caregiver agrees to advise S.C.A.R.E. of the birth of the foal, and that foal thereby becomes property of S.C.A.R.E. If Caregiver desires, and has complied with all of the terms of this Agreement, the foal may stay in the care and custody of Caregiver, provided S.C.A.R.E. deems the facility suitable for the additional foal/equine(s). An additional Agreement will be executed on behalf of that foal/equine(s). Until such time, the terms and conditions as set forth in this Agreement will also apply to that foal/equine(s).

13. Caregiver acknowledges and agrees that no equine(s) placed in their custody by S.C.A.R.E., Inc. shall be bred, regardless of sex. (i.e. NO BREEDING OF MARES, NO BREEDING OF STALLIONS). Violation of this provision may result in immediate removal of equine(s).

14. Caregiver acknowledges and agrees that if equine(s) is a stallion at time of placement it shall not be gelded without the written knowledge and consent of S.C.A.R.E. Caregiver agrees to notify S.C.A.R.E. immediately if the stallion exhibits dangerous behavior

15. This Agreement shall not be modified or amended except by written Amendment as described on page 1.

16. If any term of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by a court of law.

17. This Agreement represents the entire agreement between Caregiver and S.C.A.R.E. There are no other agreements relating to this transaction, either expressed or implied, unless specifically stated herein.

CAREGIVER

S.C.A.R.E. REPRESENTATIVE

DATE: _____

South Carolina Awareness and Rescue, Inc.
312 Shetland Lane
Lexington, SC 29071
803-422-6585

Local S.C.A.R.E., Inc. Contact Name: _____

Contact Phone Number: _____

For Accounting Purposes – Permanent Placement/Adoption Pending:

A donation in the amount of \$ _____ was received on _____ (date).

A donation in the amount of \$ _____ shall be due on _____ (date) at which time an Adoption Certificate will be issued to the aforementioned Caregiver.

EXHIBIT 1: HORSE CARE GUIDELINES

Adequate Food:

- ❖ Nutritious food in sufficient quality (wholesome, palatable and free from contamination, such as feces, mold, mildew, insects, etc.)
- ❖ Food shall be provided in sufficient quantity and be of adequate and appropriate nutritive value
- ❖ Diet shall be prepared with consideration for the age, breed/type, condition, size, work level and quantity of equine(s) and/or according to veterinarian guidelines.
- ❖ Equines shall have access to adequate natural forage (hay or pasture) to be fed daily or as recommended by a veterinarian.
- ❖ All storage and feeding receptacles shall be kept clean and free from contaminants, such as feces, mold, mildew, insects, etc.
- ❖ If more than one animal is fed at one time or in one place, it shall be the responsibility of the Caregiver to ensure that each animal receives nutrition in sufficient quantity.

❖ Adequate Veterinary Care:

- ❖ In the event of an injury, accidental or deliberate, or exhibiting such signs as shock, colic, founder, complications of pregnancy, tremors, swelling, broken bones, open wounds, inability to eat or drink, blistering as a result of fire, acid, etc., irregular or abnormal breathing, partial or total paralysis, abnormal discharge or bleeding, signs of disease, severe parasitic infection, loss of appetite, weight loss, abnormal skin condition or hair loss, temperature fluctuation, persistent diarrhea, inability to bear weight on a limb or lameness, or other such signs a veterinarian must be contacted.
- ❖ Hoof care maintenance and trimming as directed by a veterinarian or farrier.
- ❖ Parasites kept under control through worming as directed by a veterinarian.
- ❖ Annual dental checkup and necessary treatment to ensure proper chewing and adequate food digestion.
- ❖ Annual testing for Equine Infectious Anemia (Coggins Test)
- ❖ Annual rabies vaccination. Twice yearly vaccinations of EWT, Flu, Rhino, West Nile, and any other vaccinations recommended by a veterinarian

❖ Adequate Water

- ❖ Adequate water shall mean clean, potable water available at all times for all equines. Exceptions shall be determined by a veterinarian.
- ❖ Equines being worked or in transport shall be provided water as often as necessary for the health and comfort of the Equine. Frequency of watering shall consider age, breed/type, condition, size and quantity of equine(s). Activity levels and climatic conditions must be considered.
- ❖ All water receptacles shall be kept clean and free of contaminants and be positioned or affixed to minimize spillage.

❖ Adequate Shelter

- ❖ Any space is provided to the equine(s) must be usable and safe. Must be provided an area free from standing water, accumulated water, sharp objects and debris and maintained in a safe and healthful manner.
- ❖ Equines shall be allowed to exercise and have freedom of movement as necessary to reduce stress and maintain good physical condition. Space and provisions for exercise must be appropriate and sufficient for the age, breed/type, quantity, condition and size of the equine(s) and/or according to the veterinarian guidelines.
- ❖ Stall size must be a minimum of 10' by 10'.
- ❖ Enclosed areas should be constructed or modified to allow free flow of air to control temperature, humidity and prevent air stagnation.
- ❖ Equines kept in stalls must be allowed suitable turn out time in a fenced area large enough for the equine to exercise and/or according to veterinarian guidelines.
- ❖ Fencing shall be well maintained and in good repair at all times. Fencing adequate for equine needs to be highly visible and of a minimum height of 4'.

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Riding/Use Limitations (Exhibit 2)

The equine, known as _____, has the following riding/use limitations. The Caregiver understands these limitations are set forth for the safety of the equine as well as the Caregiver. Caregivers also understands that these limitations could extend to, but are not limited to, riding, breeding, racing, showing, food types, wormer, and any other limitations listed and attached to this Agreement. In the event the equine must have special medications due to age, breed, injury or any other reasons deemed necessary by a qualified official or veterinarian, instructions have been specified here.

Riding Limitations: _____

Breeding Limitations: NO BREEDING ALLOWED

Racing: _____

Showing: _____

Special Feeding Instructions: _____

Special Worming Instructions: _____

Special Medications: _____

Instructions for Medications if applicable: _____

S.C.A.R.E., Inc. reserves the right to update this information as deemed necessary by any qualified official and/or a veterinarian.

WARNING: Under SC law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of equine activity, pursuant to Article 7, Chapter 9 of Title 47, code of laws of South Carolina 1976