



TURNING POINTE DONKEY RESCUE FOSTER CONTRACT

FOSTER CAREGIVER INFORMATION

NAME OF FOSTER CAREGIVER (Mr./Mrs./Ms./Dr.): _____
(for purposes of this Agreement, "FOSTER CAREGIVER")

ADDRESS OF FOSTER
CAREGIVER: _____

Primary Telephone: (____) _____ Secondary Telephone: (____) _____

Email Address: _____

DONKEY INFORMATION

NAME OF DONKEY: _____ gelding/jennet (circle one)
(for purposes of this Agreement, "DONKEY")

Description/color _____

Mini/standard/mammoth (circle one); approximate age: _____ years old

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FOSTER CONTRACT

THIS FOSTER CONTRACT ("Agreement") is made as of _____ (the "Effective Date") by and between FOSTER CAREGIVER and TURNING POINTE DONKEY RESCUE, INC., a Michigan nonprofit corporation whose address is _____ ("TPDR").

FOR VALUABLE CONSIDERATION RECEIVED and intending to be legally bound, the parties execute Agreement for the foster care of DONKEY on the terms and conditions set forth in this Agreement.

1. TPDR shall have the right to inspect the property of FOSTER CAREGIVER to determine whether FOSTER CAREGIVER's property is satisfactory to foster DONKEY prior to allowing FOSTER CAREGIVER to take custody of DONKEY. Foster Caregiver shall take custody and control of DONKEY and shall provide DONKEY with a foster home until such time as TPDR requests return of DONKEY. While TPDR has informed FOSTER CAREGIVER of any and all conditions of which it is aware concerning DONKEY, TPDR expressly disclaims any representations or warranties with respect to DONKEY. At all times during which DONKEY is in the custody of FOSTER CAREGIVER, FOSTER CAREGIVER shall provide DONKEY with appropriate care and attention. Upon notice from FOSTER CAREGIVER, TPDR will periodically monitor the care and condition of DONKEY during the fostering period and shall use its commercially reasonable efforts to make appropriate adjustments to accommodate Foster Caregiver and DONKEY.

2. Foster Caregiver will comply with any and all reasonable policies and regulations established by TPDR with respect to the fostering and care of DONKEY. If the Foster Caregiver fails to comply with TPDR's policies and regulations terms, shall have the continuing right to terminate the fostering of DONKEY and to require FOSTER CAREGIVER to promptly return DONKEY to TPDR.

3. Without limiting the foregoing, FOSTER CAREGIVER shall comply with each of the following:

A. FOSTER CAREGIVER will provide DONKEY with a safe pasture area with sturdy fencing and access to clean, dry shelter free from excessive manure. FOSTER CAREGIVER will feed DONKEY clean, mold-free hay and will ensure continuous access to clean, fresh, unfrozen water.

B. FOSTER CAREGIVER acknowledges that a donkey is a social animal and FOSTER CAREGIVER shall use its reasonable best efforts to keep DONKEY with one or more other equine companions; except in instances in which DONKEY is being separated for training and/or development of trust, and for socialization with humans.

C. FOSTER CAREGIVER represents that FOSTER CAREGIVER is permitted to have DONKEY on FOSTER CAREGIVER's property and that such property shall comply at all times with all local, county and State requirements for the keeping of animals.

D. TPDR reserves the right to visit DONKEY to monitor the placement and overall care of DONKEY.

E. FOSTER CAREGIVER shall be responsible for the costs of hay, food, water and shelter for DONKEY at all times that it fosters DONKEY.

F. Health care for DONKEY will consist of up-to-date vaccinations, a valid/current Coggins test (to satisfy local and state requirements), and properly trimmed hooves. Charges for these services will be covered by TPDR. Foster Caregiver is also required to provide DONKEY with proper love and attention. In the event DONKEY requires any further veterinary attention, FOSTER CAREGIVER shall confer with TPDR before incurring any expenses for which it intends to seek reimbursement from TPDR. TPDR makes no representation that such reimbursement will be available.

4. FOSTER CAREGIVER expressly acknowledges that the following activities involving the use of DONKEY are expressly prohibited and that engaging in any such activities shall constitute a material breach of this Agreement and entitle TPDR to require FOSTER CAREGIVER to return DONKEY to TPDR at FOSTER CAREGIVER's sole expense:

A. Using DONKEY for breeding purposes;

B. Using DONKEY for sporting games or any other behavior detrimental to donkeys, including but not limited to, roping donkeys and donkey basketball;

C. Exposing DONKEY to any other activities or circumstances that may threaten the safety and well being of DONKEY; or

D. Selling, transferring or relocating DONKEY for any reason whatsoever to any party other than TPDR without the prior written consent of TPDR, which consent will not be unreasonably withheld.

5. Recovery of DONKEY by TPDR. In the event FOSTER CAREGIVER, for any reason, is unable or unwilling to continue to care for DONKEY as required by this Agreement, FOSTER CAREGIVER shall immediately notify TPDR and allow TPDR to recover possession of DONKEY. In any such event, FOSTER CAREGIVER shall be responsible for the costs of returning DONKEY to TPDR via suitable transportation. Further, FOSTER CAREGIVER expressly acknowledges that TPDR shall be entitled to immediately reclaim possession of DONKEY upon any material breach of this Agreement by FOSTER CAREGIVER. In the event of recovery of DONKEY by TPDR, FOSTER CAREGIVER shall use his/her continuing best efforts to aid the recovery of DONKEY by TPDR and shall not prevent or inhibit such recovery.

6. If the FOSTER CAREGIVER is deemed by TPDR to no longer be in the best interest of DONKEY at any time for any reason, or if FOSTER CAREGIVER is found to be out of compliance

with the TPDR Mission Statement, TPDR shall have the right to require FOSTER CAREGIVER to return DONKEY to TPDR at FOSTER CAREGIVER's expense.

7. Foster Caregiver will have the first option of adopting DONKEY.

8. In case of medical necessity and emergency only (as determined by a licensed veterinarian), DONKEY may be humanely euthanized in the case that a TPDR board member cannot be reached; provided, however FOSTER CAREGIVER shall use its best efforts to contact TPDR before taking any such measures.

9. This Agreement constitutes a valid and binding contract, effective upon the signature of both parties on the date noted below.

10. Choice of Law and Venue. The parties acknowledge that this Agreement and the rights and obligations of the parties under it shall be subject to, and shall be construed and interpreted in accordance with, the laws of the State of Michigan. The parties also consent to the exclusive jurisdiction in the courts of Michigan (or the Federal courts located in Michigan) for all purposes and for any disputes arising under this Agreement.

11. Amendments. This Agreement shall not be amended or changed except in writing and signed by both parties.

12. Severability. 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 shall not be affected and each term shall be valid and enforceable to the fullest extent permitted by law.

13. Miscellaneous. This Agreement and any attachments hereto represent the entire Agreement of the parties relating to the foster care of DONKEY. All prior discussions between the parties are merged into this Agreement and there are no other understandings or agreements regarding the foster care of DONKEY by FOSTER CAREGIVER other than those in this Agreement.

This Agreement shall constitute a valid and binding contract, effective upon the signature of both parties on the date noted below.

WHEREFORE, the undersigned have executed this Agreement effective as of the Effective Date.

FOSTER CAREGIVER

TURNING POINTE DONKEY RESCUE, INC.,
a Michigan non-profit corporation

By: _____

Print Name: _____

Its: _____