

## The Dog Shack - FOSTER AGREEMENT

(Subject to Approval)

The undersigned does forever release, discharge and covenant to hold harmless \_\_\_\_\_ and any other person, firm, or corporation charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors and assigns, from any and all claims, damages, costs, expenses, loss of services, actions and causes of action belonging to the undersigned arising out of any act or occurrence for the present time, and particularly on account of the fostering of \_\_\_\_\_, a rescue dog. By signing this document, the undersigned agrees and acknowledges that no representations about the nature of the dog being fostered, nor any representations regarding the nature and extent of legal liability of financial responsibility have induced the undersigned to make this Release and Indemnity Agreement.

### **THE UNDERSIGNED AGREES TO THE FOLLOWING TERMS:**

#### **1. Care of the \_\_\_\_\_ dog:**

The dog will not be kept chained or on a tie-out unsupervised at any time. The dog must not be allowed to roam in an unfenced area without supervision. The dog must be given the care recommended by the veterinarian. The undersigned assumes all responsibility for the dog including, but not limited to, general well-being, but excluding the health care as defined in this Agreement. The undersigned agrees to follow the instructions given by the rescue representative placing the dog with the undersigned. This includes but is not limited to: the care, treatment, training, and general home conditions. These instructions include to keep the dog on a leash at all times unless in a safely fenced area, to follow safety procedures in socialization with humans and other dogs, etc. The undersigned agrees to send truthful, full reports on any subject related to said dog to the rescue upon request.

#### **2. Reimbursement:**

The rescue will reimburse the undersigned for health care expenses incurred by the undersigned for the rescue dog's health during the foster placement, if and only if the health expenses are approved by the rescue in writing, before the treatment begins; the only exception is if the dog is in a life-threatening situation and needs immediate emergency care. The rescue will provide a crate for the dogs only if one is available to loan out. Otherwise, the undersigned must provide proper-sized crate or kennel run or fenced yard for the foster dog. If there are any approved expenses, the undersigned must submit receipts for these expenses to the rescue monthly. Reimbursement will be made within 60 days of the submission, unless agreed upon by the rescue and the undersigned, in writing. The rescue is not responsible for reimbursing the undersigned for items outside of health care, including, but not limited to: obedience classes; toys; beds; solutions for accidents in the house, etc.

**3. Length of time of fostering: Until \_\_\_\_\_ is adopted.**

**4. Return of the dog:**

If for any reason, the foster arrangement is not satisfactory to the undersigned, or if the undersigned fails to comply with all the terms and conditions of this Agreement, or if any misrepresentations have been made by the undersigned, the dog must be returned to the rescue immediately upon request without legal writ or order. The dogs must be in as good or better mental and physical condition as on the date of initial fostering (this mental and physical condition is to be determined by the rescue board of directors). If the dog is returned in worse condition than as on the date of the initial placement (as determined by the rescue), the undersigned agrees to pay for costs of returning the dog to the same condition as of the date of the initial placement. The rescue will accept the return of the dogs for any reason. The undersigned must notify the rescue first by calling the rescue and then in writing, and must state the reason why the dog is being returned. The undersigned agrees to allow the rescue up to two weeks notice of the need to return the dog if requested to do so to allow the rescue to make other arrangements for the dog. The start date of the two week notice period is defined as the postage mark date on the written notice to the rescue regarding the need for return. The undersigned agrees in this case to retain the dog for up to those two weeks, at the undersigned's expense, at which time the rescue will take the dog. The undersigned recognizes that the rescue will make every effort to remove the dog from the undersigned as quickly as possible, but has through the two weeks specified herein within which to do so. The undersigned agrees to be responsible for any expenses incurred in the dog's return, and is responsible for returning the dog to the place designated by a rescue representative. DOGSHACK retains the right to reclaim the dog if the dog does not integrate properly in to the undersigned's household as determined by DOGSHACK. The undersigned agrees to relinquish custody of the dog to the rescue representatives immediately upon request without legal write or order if so requested by the rescue, for any reason.

**5. Transfer of Ownership:**

The dog may not be transferred to any other person, firm or corporation for any reason whatsoever. The rescue must be notified upon the death of the dog within 24 hours of death. The undersigned agrees to contact the rescue if the dog is lost for more than 3 hours.

**6. Physical appearance of the dog:**

The undersigned will not alter the physical characteristics of the dog in any way except to clean the dog's coat and ears, and clip the dog's coat and nails if necessary. The undersigned agrees to keep the foster dog in appropriate clean, groomed condition to show to potential adopters.

**7. Neutering/Spaying:**

The undersigned agrees that under no circumstances will the dog be used for breeding purposes if not neutered or spayed before placement in the undersigned's home. The undersigned agrees to keep females in heat away from male dogs.

**8. Adoption appointments:**

Potential adopters will be sent to visit the dog only after being approved for adoption, and then visits will only be made by appointments know by the undersigned, the adopter, and the rescue before the appointed time. The undersigned agrees to make himself or herself available for adoption appointments at least once a week when fostering a rescue dog. If the undersigned is going to be the lead person on the adoptions appointment, the undersigned will follow all instruction as to how to conduct the appointment, including but not limited to when meeting another dogs, the undersigned agrees to conduct this meeting on neutral territory, with both dogs on leashes no longer than six feet in length with training collars on both dogs for safety, and leashes being held by adults over 18 years of age. If a dog is protective of it's owner the undersigned is to make sure that dog is handled by a person they are not protective of. Children are to be away from this first interaction.

**9. Interaction by the rescue dog with others:**

When out in public the undersigned agrees that the dog will be leashed at all times, and that children are allowed to meet the dog only with supervision and instruction from the undersigned, and the parent or guardian of the child(ren), and with the caution one would employ for any child meeting any strange dog.

**10. Periodic check of the dog:**

The undersigned will allow representatives of the rescue to periodically check on the dog at anytime the undersigned has custody of the dog in order that DOGSHACK can ensure the undersigned's compliance with this agreement. The rescue reserves the right to reclaim the dog when warranted because of neglect, abuse, inadequate care as defined by the rescue, or breach of contract. The undersigned agrees to relinquish custody of the dog to the rescue representatives immediately upon request without writ or legal order.

**11. Reservation of rights:**

The rescue reserves the right to follow through on this Agreement in order to protect the welfare of the dog, as defined by the rescue. If the terms and conditions of this agreement are not upheld by the undersigned, and or if any misrepresentations have been made to the rescue by the undersigned, the rescue reserves the right to terminate this Agreement and the undersigned must return the dog to the rescue upon request and with out legal writ or order. These rights are enforceable in law and in equity.

**12. Attorneys fees and costs:**

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Should it become necessary for the rescue to take legal action to recover the dog or otherwise enforce the provisions of this Agreement, the undersigned agrees to pay all court costs and reasonable attorney's fees for the rescue's legal costs. **DOGSHACK AND ITS REPRESENTATIVES ACCEPT NO RESPONSIBILITY FOR DAMAGE OR INJURY CAUSED BY THIS DOG OR GUARANTEE AS TO THE DOG'S PRESENT OR FUTURE MEDICAL CONDITION OR TEMPERAMENT.**

If any part of this Agreement is deemed invalid, that shall not affect the validity of any other section of this Agreement and the remainder of the Agreement will continue to be upheld. The undersigned affirms that he or she is fostering this dog agrees to abide by the terms of this Agreement. But signing, the undersigned is stating that each clause and the Agreement in its entirety has been read and understood by him or her. The undersigned is signing of his or her own free will and not under duress of any kind. The undersigned affirms that he has never been charged with animal cruelty, and is not an animal dealer or broker. The undersigned understand that the parties hereby released admit no liability of any sort by reason of this foster arrangement and that this Agreement is made to for stall any controversy respecting any and all claims for damages that the undersigned has or will heretofore have or might personally or through personal representatives hereafter assert because of said foster arrangement.

**The undersigned – fostering party:**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, and zip code: \_\_\_\_\_

Home phone: \_\_\_\_\_

Work phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

The Rescue's Agent Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_