

Rescued Animal ID #: _____

Name of Foster Applicant: _____

FOSTER CARE AGREEMENT

Shelter instructions: (1) Fill in blanks on **bold** lines below and the state at the end of the agreement. (2) Add, change or remove text depending on your needs and applicable state laws. (3) Copy and have foster care applicant fill out an agreement for each animal they will foster. (4) If approved, sign at the bottom. (5) Return a copy to the foster applicant. (6) Keep the original secure in a locked file drawer.

Shelter name: _____ (**hereafter “Shelter”**)

**Contact person for all issues regarding this contract
(hereafter “Authorized Shelter Representative”):**

Authorized Shelter Representative’s Name

Phone

Address

Fax

City, State, Zip

Email

Incident causing the animals to be in temporary custody of Shelter (hereafter “Incident”):

- Court case. Names of defendants** _____ (**hereafter “Defendants”**)
- Natural disaster. Identify** _____
- Other. Identify** _____

Whereas, Shelter has temporary custody and care of animals rescued from the above Incident; and

Whereas, Shelter desires to provide a supportive, healthy and safe environment for each animal in its temporary custody and care; and

Whereas, veterinarians have performed initial medical examinations of each animal in Shelter’s temporary custody, and have provided each animal with necessary basic vaccinations; and

Whereas, Shelter has requested qualified rescue groups and qualified individuals to provide care and necessary sustenance to the animals in its temporary custody,

I, _____ (name of foster applicant), make the following statements and voluntarily enter into this agreement to provide temporary care and custody and necessary sustenance as a foster caregiver to Shelter Rescued Animal ID # _____ (hereafter “my foster animal”).

Rescued Animal ID #: _____

- I agree to provide the Authorized Shelter Representative, or his/her designate, access to all parts of my home and property for a home inspection before my application to foster is approved.
- I understand that I could be required to provide foster care to my foster animal for an extended and indefinite period of time. I agree that the period covered by this agreement is the entire time during which I have custody of my foster animal.
- I agree that I am over 21 years of age.
- I agree to provide my foster animal with proper and routine veterinary care, including a yearly wellness exam, current required and recommended vaccinations, and urgent and emergency care as needed. I also understand that I must keep my foster animal on regular heartworm and flea & tick preventative medication if recommended by vets in my area, in addition to any other medications as prescribed by my vet and Shelter.
- I understand that I am financially responsible for all proper and routine veterinary care described in the preceding paragraph, including vaccinations, as well as for all food and shelter, for my foster animal.
- I understand that Shelter provides no guarantee as to the health of my foster animal, and that my foster animal may have significant medical needs, socialization problems, and not be housebroken.
- I will not arrange or pay for, or otherwise cause, the sterilization (spay or neuter) of my foster animal during the period covered by this agreement, without the express written consent of the Authorized Shelter Representative, or his/her designate.
- I will take all necessary precautions to prevent my foster animal from either impregnating another animal or becoming impregnated. In the event that such happens, I will alert the Authorized Shelter Representative immediately.
- I will not arrange or pay for, or otherwise cause, any elective veterinary procedure to be performed on my foster animal during the period covered by this agreement, without the express written consent of the Authorized Shelter Representative, or his/her designate.
- I understand that I may only have my foster animal temporarily.
- I agree that I am fostering this animal for Shelter, and that I do not have any right of ownership over my foster animal. I further agree that Shelter's rights in and to my foster animal are superior to mine. I also agree to provide the Authorized Shelter Representative, or his/her designate, access to my home and property to check on my foster animal, at any time that I am in possession of my foster animal.

- I agree to immediately return any foster animal in my care to Shelter, at the request of the Authorized Shelter Representative, or his/her designate, at any time and for any reason. If Shelter is forced to undertake any action to enforce this provision of the agreement, I agree to indemnify Shelter for all court costs and attorneys' fees connected with such an action.
- If I am planning to move at any time during the period covered by this agreement, I agree to contact the Authorized Shelter Representative prior to my move, with new contact information. I understand that Shelter has the right to request return of my foster animal based on such a change of residence, and agree that I will surrender my foster animal to Shelter immediately upon request.
- I understand that if my foster animal is the subject of a court case, Defendants, along with their attorneys and veterinarian ("the Defense Team"), have a right to access the animals in Shelter's temporary custody. I agree to give Shelter, or the Defense Team, access to my foster animal so that such visits can take place. If I am unwilling to have such a visit occur on my premises, I will surrender my foster animal to the Authorized Shelter Representative, or his/her designate, to facilitate such a visit for the Defense Team.
- I understand that because the provisions of this agreement are legally binding, any violation of this agreement could result in legal liabilities for myself and Shelter.
- I understand that, as long as I provide foster care to my foster animal to Shelter's satisfaction, I will be given the first right of adoption of my foster animal, at such time as Shelter decides to offer my foster animal for adoption. I understand and agree that my foster animal will be spayed / neutered immediately upon my adoption of the animal.
- If at any point I can no longer, or do not want to continue to, provide care, food, shelter or veterinary care for my foster animal, I agree to contact the Authorized Shelter Representative, or his/her designate, and arrange for surrender and return of my foster animal back to Shelter.
- I will not transfer possession or custody of my foster animal to any other person at any time, except for temporary, short-term possession for the purpose of vet care, grooming, etc.
- I agree to contact the Authorized Shelter Representative with any and all questions or concerns about my foster animal or the fostering program, as well as with updated contact information. I also agree to contact the Authorized Shelter Representative with quarterly reports on the health status of my foster animal.
- I agree that if I refuse to comply with any provision of this agreement, Shelter has the right to terminate this agreement and also has the right to the immediate surrender and return of my foster animal and any other animals for whom I am providing foster care for Shelter. I further consent to provide Shelter with access to my premises if necessary to facilitate the return.

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- I agree that the opportunity given to me to help rehabilitate my foster animal, as well as the chance of a potential future adoption, is of significant benefit to me, and serves as proper legal consideration in exchange for my agreements stated in this contract.

I have read this Agreement in its entirety, and I agree that all statements and stated agreements contained in this document are made by me, and are truthful, under penalty of perjury under the laws of the **state(s)** of _____ .

Signature

Date

Print name

----- APPROVED: -----

Shelter Representative's Signature

Date

Print name

Title