



### **Foster Agreement**

I, \_\_\_\_\_ (hereinafter "Foster", "Foster Family" or "I" or "We") agree to act as a foster home for Homes for Orphaned Pets Exist (H.O.P.E.), Inc. (hereinafter "HOPE") for animals owned by HOPE from time to time on an as- needed basis. The animal subject to this agreement is:

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

Description:

\_\_\_\_\_  
\_\_\_\_\_

ID No.: \_\_\_\_\_ Sex: \_\_\_\_\_

Animal's weight on date of execution of this Agreement: \_\_\_\_\_ LBS (Foster Initial) \_\_\_\_\_ (HOPE Initial) \_\_\_\_\_

The following conditions apply to fostering HOPE dogs and I agree to abide by the same:

1. The animal(s) will remain the property of HOPE and will be turned over immediately upon request to an officer of HOPE or its counsel.
2. I agree that I am prohibited from sharing photos of the pet(s) I am fostering for HOPE on any social media platform, or by email, SMS (Text) messaging or otherwise to third parties without prior approval by the President or Executive Director of HOPE.
3. The animal(s) will be kept in the house or in a suitable fenced or enclosed kennel facility on the grounds of the foster home and will not be allowed off-leash. The animal may be taken from the foster home on outings provided they are not overnight outings and they are not across state lines.
4. Veterinary care and food: Food may be provided by HOPE. I will feed the pet(s) only the food that is recommended by HOPE for this pet, and I will not allow the pet(s) to consume animal byproducts such as rawhide, antlers, pig knuckles, marrow bones etc.
5. Veterinary costs for care performed by a veterinarian(s) of HOPE's choice will be paid for by HOPE. The foster family must receive prior approval before obtaining the services of an outside veterinarian, except in emergency situations. If an emergency medical situation occurs, I will call a member of HOPE's board of directors to make arrangements to bring the pet in to a veterinarian selected by HOPE immediately for treatment. In the event that I cannot contact a member of the board of directors, or the emergency occurs after hours, I understand that any medical care I obtain on my own, without prior authorization from an officer of HOPE, may be at my own expense. HOPE will only reimburse for procedures intended to stabilize the animal until the approved veterinarian can see the pet or that HOPE deems, in its sole discretion necessary due to a true emergency situation and I must apply to HOPE to be considered for any such reimbursement.



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6. In a true emergency, the foster family is authorized to sign for and consent to all reasonable and necessary veterinary procedures, and this contract is proof of such authority.
7. \_\_\_\_\_(check if appropriate). A crate belonging to HOPE has been loaned to the foster home and will be returned when the dog is returned or adopted. Failure to return the crate will result in a charge of \$100.
8. If provided with a HOPE identification tag, this tag will remain affixed to the animal(s) collar at all times. Foster families are also encouraged to affix an identification tag giving the family's address and phone number. (A duplicate tag with the name of another family dog will serve this purpose.).
9. The animal(s) will be adopted to a permanent home only under the supervision of HOPE to a family pre-approved by HOPE. Adoptive families may be contacted occasionally by the foster family to inquire about the animal(s), as long as the adoptive families are accorded respect and privacy.
10. All donations received in connection with the adoption of the animal(s) will be sent directly to HOPE.
11. The foster family agrees to provide accurate information to prospective adoptive families, if requested to do so, and, when possible and convenient, to allow prospective adoptive families to visit the animal(s) at the foster family's home.
12. Any questions or problems are to be directed to HOPE officers, and notice of any injury, illness or other emergency will be given immediately. If it is necessary to remove the animal(s) from the home, possession will be given directly to an officer of HOPE.
13. HOPE and its officers are not responsible for injuries to people or pets, or for property loss or damage. The foster family will accept responsibility for any events that occur while fostering the animal(s).
14. The foster family will contact the designated officer of HOPE at regular intervals to report on the status of the dog.
15. Any expenditure beyond food, approved medical treatment, and worming require approval of an officer of HOPE. The foster family may be responsible for unapproved expenditures (see section 3[a] or 3[b]).
16. If HOPE is unable to have the dog altered prior to the foster placement, the foster family agrees it will return the dog to HOPE upon request for the dog to be neutered or spayed by HOPE.
17. I/We agree to notify HOPE within 10 days of any change of address or phone number.
18. I/We agree to make the animal available and will arrange for the animal's transportation to adoption clinics at least once per month, more often as is possible.
19. In the event that I/we want to adopt this animal, we will be subject to the same requirements and adoption policies and fees as any other potential adopter.
20. I consent to the examination of this dog by HOPE at any time and acknowledge that HOPE has the right to reclaim the dog at any time for failure to comply with the terms of this contract or for any misrepresentations of fact I made on the adoption application or in this contract.
21. **I/We agree that if any of the clauses above are broken that this Agreement grants a license to HOPE, and allows its volunteers, employees, officers, directors and/ or agents and/ or law enforcement in their (its) sole discretion to enter upon the foster(s) property and to immediately exercise HOPE's right of replevin and to take possession of the dog.**



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22. I/We promise and agree to be responsible for this animal while I/we are harboring the same, and in consideration of the opportunity to foster such animal, I/we:

- a. Agree that the actions of animals, such as the dog described below, are impossible to predict or control and may cause serious injury, including permanent disability and death due, but not limited to: bites, scratches, knock downs, slips, falls, fractured limbs, broken bones, concussions, contusions, dislocated joints and dismemberment. Further, there may be other risks not known to the undersigned, HOPE, its officers, directors, agents, volunteers or employees or not reasonably able to foresee at this time.
- b. Assume all the foregoing risks and accept personal responsibility for the dangers following such injury, permanent disability or death.
- c. Release, waive, discharge and covenant not to sue HOPE, its officers, directors, agents, volunteers or employees, all of which are hereinafter in this paragraph referred to as "releasees" from liability to each of the undersigned, his/her heirs and next of kin for claims demands, losses or damages on account of injury, including death or property damage caused or alleged to be caused in whole or in part by the negligence of the release, the undersigned or otherwise.
- d. Agree to: (i) indemnify, to the fullest extent permitted by law, HOPE, its officers, agents, volunteers or employees and to hold HOPE, its officers, agents, volunteers or employees harmless from and against all claims, liability, loss, damage and expenses (included but not limited to legal fees) arising from or due to any claim of whatever kind or nature with respect to all or any part of the dog adopted by this contract, and any litigation based on any such claim, including all such claims by any person or entity relating directly or indirectly to, or arising by reason of, the actions, act or omission of HOPE, its officers, agents, volunteers or employees, excluding claims for bodily injury to persons caused by or resulting from the sole negligence of the HOPE. Foster shall, at Foster's sole cost and expense, defend HOPE, with counsel approved by HOPE, at HOPE's sole discretion, from and against any suit, action or proceeding brought against HOPE, its officers, agents, volunteers or employees based upon any claim, damage, loss or liability indemnified against herein, and, in no way limiting the foregoing, (ii) indemnify and hold harmless HOPE, its officers, agents, volunteers or employees from any claim for damages arising out of bodily injury to persons, or damage to property, caused by or resulting from actions of the dog described herein or by the negligence of a person or entity in exercising care, custody and control over such dog, other than bodily injury to persons, caused by or resulting from the sole negligence of HOPE, whether or not Foster is partially negligent. The foregoing Release of Liability and Indemnification shall apply to all known, unknown, unanticipated, direct, consequential and indirect damages resulting from my/our harboring, fostering or exercising care, custody and control of such animal. Foster's obligations under these foregoing four paragraphs shall survive the delivery of the below described dog and shall continue until said dog's death.
- e. Acknowledge that HOPE has provided no warranty or guarantee as to the below described dog, either express or implied and that all representations of HOPE regarding said dog are set forth in this contract.

**I/WE HEREBY ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTAND AND AGREE TO THE ABOVE TERMS AND CONDITIONS.**



Foster's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Foster's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

HOPE: \_\_\_\_\_ Date: \_\_\_\_\_