

***[Insert Organization Letterhead as Applicable]***

**FOSTER AGREEMENT<sup>1</sup>**

This Foster Agreement (this “Agreement”), dated as of [\_\_\_\_\_], 20[\_], is entered into by and between ***[insert name of organization]*** (the “Organization”), on the one hand, and the individual(s) whose information is listed on the signature page to this Agreement (individually or collectively, as applicable, the “Foster Parent”), on the other hand.

- 1. *Foster Arrangement.*** The Foster Parent desires to serve as a custodian for one or more animals to be mutually agreed to by the Organization and the Foster Parent from time-to-time (individually or collectively, as applicable, the “Foster Animal”) for the Organization, and the Organization agrees to such foster arrangement by the Foster Parent subject to the following terms and conditions.
- 2. *Terms of Arrangement.*** The Foster Parent has agreed to participate in the Organization’s foster animal program, and has agreed to do so on a strictly voluntary basis without compensation or benefits of any kind (except as expressly provided in this Agreement). The Foster Parent understands that the purpose of the Organization’s foster animal program is to provide interim care for the Foster Animal in a private residence until such time as the Organization can arrange for a more permanent home for the Foster Animal. The Foster Parent understands and agrees that the Foster Animal is only temporarily in the Foster Parent’s care and remains in the control of the Organization. The Organization retains control of the Foster Animal, and the Foster Parent understands that s/he is not authorized to make any legal or medical decisions (except in the case of an emergency, as expressly described below) on the Foster Animal’s behalf. Any and all placements, adoptions or other dispositions of the Foster Animal are at the sole discretion of the Organization.

This Agreement may be terminated by the Organization at any time, for any reason or no reason, in which case the Foster Animal must be returned to the Organization. Upon notice of termination provided by the Organization, the Foster Parent will continue to keep the Foster Animal safe and to house and care for the Foster Animal as required by

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DISCLAIMER: This document is intended as a starting point only, and should be tailored to meet your specific requirements. To that end, note that this sample document presents an array of (often mutually exclusive options) with respect to particular provisions. This document is not and should not be construed as legal advice for any particular facts or circumstances. You should contact an attorney in the relevant jurisdiction if you need to obtain advice with respect to any particular matter.

this Agreement until the Foster Animal is returned to the Organization. The Foster Parent also agrees to surrender the Foster Animal to the Organization if circumstances develop such that the Foster Parent is no longer able to provide care for the Foster Animal in a manner consistent with the requirements of this Agreement.

The Foster Parent has the right to terminate the foster care of the Foster Animal and this Agreement, for any reason or no reason, with **[48]**-hour oral or written notice to the Organization. Upon notice of termination provided by the Foster Parent, the Foster Parent will continue to keep the Foster Animal safe and to house and care for the Foster Animal as required by this Agreement until surrendered in accordance with the Organization's instructions.

3. **[Optional] Consequences of Violation.** Any violations of this Agreement will result in the Foster Parent's disqualification from the Organization's foster care program and require immediate surrender of the Foster Animal to the Organization.

4. **Foster Parent Responsibility of Care.**<sup>2</sup>

**[Option 1:**<sup>3</sup> The Foster Parent agrees to the conditions listed on Exhibit [ ] attached hereto.]

**[Option 2:**<sup>4</sup> The Foster Parent agrees to the obligations contained in the Foster Parent Application attached as Exhibit [ ] hereto.]

**[Option 3:**<sup>5</sup> The Foster Parent agrees to the following conditions:

- a. Provide the Foster Animal with good care, clean and secure shelter, adequate exercise, and access to food and water;

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<sup>2</sup> Note to Organization: If the Organization prefers to keep the Foster Agreement as brief as possible, you may wish to move the Foster Parent's obligations to an exhibit (see Option 1) or include them in the Foster Parent Application (see Option 2).

<sup>3</sup> Note to Organization: If Option 1 is selected, append an exhibit listing all of the Foster Parent's obligations.

<sup>4</sup> Note to Organization: If Option 2 is selected, append a copy of the Foster Parent Application, which application would contain all of the Foster Parent's obligations.

<sup>5</sup> Note to Organization: If Option 3 is selected, simply retain the Foster Parent's obligations in this Agreement, as currently drafted.

- b. Keep foster dogs on leashes or in a secured, fenced area outside. Do not chain, tether or tie up a foster dog outdoors while unsupervised at any time;
- c. Keep foster cats, birds and rabbits indoors (or, if outdoors, in secure cages or crates; provided, the Foster Parent shall not keep any Foster Animal outdoors during extreme or inclement weather conditions that may pose a risk to the Foster Animal's health);
- d. Keep the Organization's identification tags on the Foster Animal for the entire foster period;
- e. Notify the Organization if the Foster Animal requires veterinary medical attention;
- f. In the event of an emergency where the Foster Animal requires immediate veterinary medical care, attempt to seek that care from the veterinarian(s) approved by the Organization. If such veterinarian(s) are not available, attempt to contact the Organization for approval, if reasonably possible, prior to seeking emergency veterinary services;
- g. Administer medications prescribed for the Foster Animal in accordance with recommendations made by the veterinarian(s) approved by the Organization or the Organization's veterinarian(s);
- h. Contact the Organization immediately if the Foster Animal is impounded by animal control or dies while in the care of the Foster Parent;
- i. Return the Foster Animal to the Organization at any time upon the oral or written request of the Organization;
- j. Return the Foster Animal to the Organization when going on vacation or traveling out of town, unless the Foster Parent receives prior written permission from the Organization of temporary, alternative caretaking arrangements during such period. If possible, the Foster Parent must provide the Organization with **[48]** hours' notice of the Foster Parent's obligation to return the Foster Animal pursuant to this paragraph;
- k. Return the Foster Animal to the Organization if the Foster Parent becomes unable for any reason to care for the Foster Animal in accordance with the terms of this Agreement. If possible, the Foster Parent must provide the Organization with **[48]** hours' notice of the Foster Parent's inability to care for the Foster Animal pursuant to this paragraph;

- l. Comply with all of the Organization's policies and procedures regarding the responsibilities of the Foster Parent;
- m. Comply with all state laws and regulations, as well as local or county ordinances related to the care of domestic animals;
- n. Cooperate with the Organization to fulfill all responsibilities under state laws and regulations, as well as local or county ordinances;
- o. Do not incur any expense or other obligation on behalf of the Organization unless previously agreed to by the Organization or in the case of a medical emergency, as outlined above; and
- p. Do not engage in any type of public activity in connection with the Foster Animal, including but not limited to, fundraising on behalf of the Foster Animal and conducting interviews concerning the Foster Animal with any news media without the express written consent of the Organization.<sup>6</sup> **[Optional:<sup>7</sup>** For purposes of this provision, and only as it relates to events other than fundraising, social media shall not be considered a type of public activity. Notwithstanding the foregoing, if the Foster Animal has been involved, in any manner, in a law enforcement case or a domestic violence dispute, the Foster Parent shall, in addition to the obligations listed herein this paragraph, refrain from using the Foster Animal's likeness on any social media.]]

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<sup>6</sup> Note to Organization: This language alone restricts public activity altogether, including the use of social media posts about the Foster Animal.

<sup>7</sup> Note to Organization: If the Organization wishes to make an exception to allow for social media posts about the Foster Animal, include this language.

## 5. **Organization Responsibilities.**<sup>8</sup>

**[Option 1:**<sup>9</sup> The Organization agrees to the obligations listed on Exhibit [ ] attached hereto.]

**[Option 2:**<sup>10</sup> The Organization agrees to the obligations contained in the Foster Parent Application attached as Exhibit [ ] hereto.]

**[Option 3:**<sup>11</sup> The Organization agrees to the following obligations:

- a. Pay the fees for necessary care (as agreed between the veterinary provider and the Organization) at ***[insert pre-approved veterinary clinic]***;
- b. ***[Optional: California-Specific Provision]*** If the Organization knows, to the best of the knowledge of the Organization, that, at the age of four months or older, the Foster Animal bit a person and broke that person's skin, thus requiring a state-mandated bite quarantine, notify in writing the Foster Parent of such bite and obtain a signed acknowledgment from the Foster Parent that such information has been provided; and<sup>12</sup>
- c. Disclose any known health or behavioral issues of the Foster Animal to the Foster Parent, including, but not limited to, biting.]

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<sup>8</sup> Note to Organization: If the Organization prefers to keep the Foster Agreement as brief as possible, you may wish to move the Organization's obligations to an exhibit (see Option 1) or include them in the Foster Parent Application (see Option 2). Regardless of which option is selected, the Organization should tailor the Organization's obligations as-needed (i.e. by adding any essential obligations not listed, and deleting any obligations deemed to be non-essential). Some additional obligations that the Organization may want to consider including are attached to this document (see "Optional Organization Obligations").

<sup>9</sup> Note To Organization: If Option 1 is selected, append an exhibit listing all of the Organization's obligations below.

<sup>10</sup> Note to Organization: If Option 2 is selected, append a copy of the Foster Parent Application, which application would contain all of the Organization's obligations.

<sup>11</sup> Note To Organization: If Option 3 is selected, simply retain the Organization's obligations in this Agreement, as currently drafted.

<sup>12</sup> Note to Organization: Please confirm there are no additional legally-mandated disclosures required by the Organization's jurisdiction.

6. ***Representations and Warranties of the Foster Parent.*** The Foster Parent understands, and represents and warrants to the Organization, that:
- a. The Foster Parent is signing this Agreement of his/her own free will without influence of the Organization's staff members, employees or other volunteers;
  - b. The Organization has not given the Foster Parent any guarantee or assurance that the Foster Animal will be available for adoption by the Foster Parent at the end of the fostering period;
  - c. The Foster Parent is 18 years of age or older at the date of execution of this Agreement;
  - d. Neither the Foster Parent nor anyone currently residing at the Foster Parent's residence has ever been found guilty of violating any law regarding cruelty to animals;
  - e. The Foster Parent has the authority to execute this Agreement;
  - f. The Foster Parent understands that s/he is not the legal owner of the Foster Animal, and that the Foster Animal remains in the control of the Organization; and
  - g. All information provided by the Foster Parent on the Foster Parent Application is true and correct.
7. ***Media Release.*** The Foster Parent hereby irrevocably permits, authorizes, grants and licenses the Organization (including its officers, directors, employees, agents, contractors, successors, assigns, licensees and volunteers (collectively, its "Representatives")), the rights to publish, display, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use the Foster Parent's, image, likeness, appearance, and voice obtained in connection with the Foster Parent's participation in the Organization's foster animal program, and all materials created by or on behalf of the Organization that incorporate any of the foregoing ("Publicity Material"). The Foster Parent understands and agrees that all such Publicity Materials are the sole property of the Organization, and may be used by the Organization in connection with promoting the mission of the Organization without payment, royalties or any other consideration and without prior notification.
8. ***Release of Liability; Assumption of Risk.*** The Foster Parent understands that any animal, including the Foster Animal, may pose a risk of injury, death, illness or

damage to the Foster Parent, his/her family, other persons, other animals and/or to personal property. The Foster Parent voluntarily and knowingly assumes any and all risks associated with the Foster Parent's agreement to act as a foster parent under this Agreement, including the risk of injury, death, illness or damage. The Foster Parent hereby expressly waives and relinquishes, completely releases and forever discharges the Organization and its Representatives from any and all claims, actions or causes of action of any kind whatsoever, which the Foster Parent now has or later may have against the Organization and/or such representatives, and which in any way result from, arise out of or are in connection with the Foster Parent's custody or care of the Foster Animal, and whether or not such claims, actions or causes of action may be attributable to the negligence or carelessness of the Organization or such representatives.

9. ***[Optional: California-Specific Provision] Waiver of Future Claims.*** The Foster Parent hereby expressly waives and relinquishes any rights and benefits afforded by Section 1542 of the California Civil Code (or under any Law of any state or territory of the United States or principle of common law that is similar, comparable or equivalent to Section 1542 of the California Civil Code), and does so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542, which reads as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

10. ***Indemnification.*** The Foster Parent agrees, on behalf of himself/herself and his/her heirs and representatives, to indemnify and hold harmless the Organization and its Representatives, from and against any and all liability, claims, actions, suits, causes of action, losses, costs, expenses, attorneys' fees and damages of any kind, whether in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, arising out of or in any way related to this Agreement or Foster Parent's fostering of the Foster Animal.
11. ***Assignment.*** The Foster Parent may not place the Foster Animal in a residence of another individual unless s/he receives written permission from the Organization.
12. ***General Provisions.*** This Agreement shall be interpreted in accordance with the laws of the State of ***[State in which the Organization is located]***, without regard to principles of choice or conflicts of law, and the Foster Parent and the Organization agree that all disputes between them relating to this Agreement shall be resolved or

adjudicated in ***[County in which the Organization is located]***. If any provision of this Agreement is deemed void, invalid or unenforceable, such provision shall be considered severed from this Agreement and shall not affect the validity or enforceability of any other provision. This Agreement and the Exhibit***[s]*** hereto constitute the entire understanding and agreement between the parties regarding the subject matter herein and supersedes all prior understandings, discussions, representations, warranties and agreements between the parties, whether written or oral.

13. ***Questions.*** Should the Foster Parent have any questions or concerns relating to its obligations under this Agreement, the Foster Parent should contact the Organization at ***[Insert Organization Contact Information]***.

*Signature page follows.*



By signing this Agreement, the Foster Parent hereby agrees to, acknowledges and gives his/her consent without reservation to the above terms and conditions.

**FOSTER PARENT:**

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

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

Driver's License No.: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

***[Duplicate signature block above if there are multiple Foster Parents.]***

Acknowledged and agreed:

**ORGANIZATION:**

Staff Member Name: \_\_\_\_\_

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

/Exhibit [

*See attached.]*

/Exhibit [

*See attached.]*

### Optional Organization Obligations

1. Supply food to the Foster Parent for the Foster Animal, ***[if requested by the Foster Parent OR if the Foster Parent is unable to do so];***
2. Evaluate the Foster Parent and Foster Animal relationship after the first ***[three]*** weeks, and at ***[six]*** weeks, ***[nine]*** weeks and ***[12]*** weeks. After ***[12]*** weeks, the Organization will contact the Foster Parent ***[once a month];***
3. Provide the Foster Parent with information regarding Peer-to-Peer support groups ***[Insert website here];***
4. Notify the Foster Parent of any history of neglect and/or abuse, as well as any special care that may be required, and any unusual behaviors to be expected as a result of this neglect and/or abuse. If the Foster Animal was surrendered to the Organization by a prior owner or finder, share the surrendering notes about the Foster Animal with the Foster Parent;
5. Provide initial vaccination(s) and medication for minor existing ailments; and
6. If the Foster Parent contacts the Organization with any questions or concerns relating to its obligations under this Agreement, respond to such questions or concerns within ***[48]*** hours.