**FOSTER AGREEMENT**

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

1. ***Foster Arrangement***. Foster Parent desires to serve as a custodian for [***name of animal***] (a **[*species*]** identified by the Animal ID# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (the “Foster Animal”) for the Shelter, and the Shelter agrees to such foster arrangement by the Foster Parent subject to the following terms and conditions. A copy of pertinent information on file under the relevant Animal ID for the Foster Animal has been provided by the Shelter to the Foster Parent. The Foster Parent certifies that (a) the Foster Parent is at least 18 years of age and able to enter into and perform this Agreement in his/her name, and (b) neither the Foster Parent nor anyone currently residing at the Foster Parent’s residence has ever been found guilty of violating any law regarding the welfare of, or cruelty to, animals.
2. ***Terms of Arrangement***. Foster Parent has agreed to participate in the Shelter’s foster animal program, and has agreed to do so on a strictly voluntary basis without compensation or benefits of any kind. Foster Parent understands that the purpose of the Shelter’s foster animal program is to provide interim care for the Foster Animal in a private residence until such time as the Shelter can arrange for a more permanent home for the Foster Animal. Foster Parent understands and agrees that the Foster Animal is only temporarily in Foster Parent’s care and belongs exclusively to the Shelter. The Shelter retains legal ownership of the Foster Animal, and Foster Parent understands that s/he is not authorized to make any legal or medical decisions 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 Shelter. Foster Parent agrees to surrender the Foster Animal to the Shelter if and when requested by the Shelter for any reason whatsoever. Foster Parent also agrees to surrender the Foster Animal to the Shelter if circumstances develop such that Foster Parent is no longer able to provide care for the Foster Animal in a manner consistent with the requirements of this Agreement. If Foster Parent is renting the property where Foster Parent lives, s/he represents that s/he has approval from his/her landlord to have pets and can provide proof upon request.
3. ***Consequences of Violation.*** Any violations of this Agreement will result in Foster Parent’s disqualification from the Shelter’s foster care program and require immediate surrender of the Foster Animal to the Shelter.
4. ***Responsibility of Care***. Foster Parent agrees to the following conditions:
   1. s/he will provide the Foster Animal with proper and sufficient food, water, shelter and identification, as well as adequate exercise and human affection;
   2. s/he will use only positive, humane methods of training and handling, which means that the Foster Parent will never use prong, choke or shock collars or other punishment-based equipment with the Foster Animal or engage in (or allow the Foster Animal to be engaged in) any training that involves punishment, pain or fear;
   3. [***optional***] s/he will keep the Foster Animal (if a dog or puppy) on a leash at all times when outside;
   4. [***optional***] s/he will not leave the Foster Animal unattended outside, either tied up or in a fenced yard, when no one is home.
   5. s/he will contact the Shelter whenever s/he has concerns about the Foster Animal’s health, there has been an adverse change in the Foster Animal’s behavior or physical condition, such as biting, extreme lethargy, loss of appetite, breathing difficulty, unusual weight gain or weight loss, and mouth breathing, or the Foster Animal has escaped or died; and
   6. if the Foster Animal has become ill or been injured, s/he will take the Foster Animal to the [***insert veterinary clinic that is open during normal hours***] during normal business hours or, in the event of an emergency, to the [***insert veterinary clinic that is open during off-hours***] after business hours.
5. [***optional***] ***Media Release***. Foster Parent grants to the Shelter permission to use the Foster Parent’s (and/or the Animal’s) name, likeness and/or statements provided by the Foster Parent or captured of the Foster Parent (and/or the Foster Animal) in photographs, audio, video, film or other media to promote the Shelter’s services and programs, to publicize events or for any other lawful purpose. This includes the right to edit, alter, copy, publish or distribute any such photographs or video. Foster Parent understands and agrees that all such film, audio, prints and negatives are the sole property of the Shelter, and may be used by the Shelter in connection with promoting the mission of the Shelter without payment, royalties or any other consideration and without prior notification.
6. [***optional***] ***Waiver of Liability***. Foster Parent agrees that the Shelter is not liable for any claims, legal actions, losses, injuries, damages, costs, expenses or liabilities whatsoever in connection with the Foster Parent’s custody or care of the Animal.
7. [***optional***] ***Release of Liability and Indemnification***. Foster Parent hereby expressly waives and relinquishes, completely releases and forever discharges the Shelter 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 Shelter and/or its 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 Shelter or its representatives.
8. ***General Provisions***. This Agreement shall be interpreted in accordance with the laws of the State of California, without regard to principles of choice or conflicts of law, and Foster Parent and Shelter agree that all disputes between them relating to this Agreement shall be resolved or adjudicated in [ ***County in which the Shelter 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 constitutes 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.

[signature page follows]

By signing this Agreement, 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.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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Telephone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Print Name Signature

Driver’s License No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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Telephone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Shelter:

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

Staff Name Signature