

# TOLLER RESCUE Inc.

## FOSTER CONTRACT

I/We, \_\_\_\_\_ (hereinafter referred to as "FOSTER FAMILY"), do this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, enter willingly into this Foster Contract and acknowledge receipt from TOLLER RESCUE, INC. (hereinafter referred to as "TRI") one or more foster dogs into my home. I/We understand that TRI may request that I foster another dog or dogs in the future. I/We hereby agree that the execution of a separate Foster Contract will not be necessary for future foster arrangements that I/we may volunteer to provide for TRI. I/We agree to comply with the terms and conditions of this Foster Contract in any such future arrangements. I/We understand that this Foster Contract can be amended as needed for the best consideration of the dog(s) and TRI. In addition, FOSTER FAMILY agrees to the following terms and provisions:

### TERMS AND CONDITIONS

1. FOSTER FAMILY if not accomplished previously agrees to take the Toller to an approved licensed veterinarian, at TRI's expense, for the following vaccinations and tests at the intervals required by law and/or advised by a TRI intake team member or approved licensed veterinarian: physical examination; Rabies, Distemper/Parvo combination, Bordetella, Leptospirosis (if in a Lepto area); and fecal (intestinal parasite) test; heartworm tests, followed by a regular course of preventative if necessary. It is TRI's policy to keep all foster dog(s) under veterinary care until they are adopted. If the Toller requires medication during the foster period, FOSTER FAMILY agrees to administer such medicine pursuant to instructions provided by an approved TRI licensed veterinarian or a TRI director.
2. FOSTER FAMILY agrees to provide this dog(s) with a safe home, proper care and attention, and humane treatment in accordance with all current and future state, county, and local laws and ordinances where FOSTER FAMILY resides. The dog(s) is not to ride loose in the back of trucks, is not to be chained or tied-out, allowed to run or roam loose and the FOSTER FAMILY warrants that the dog(s) will not be contained solely by a hidden fence or electric fence. The dog(s) is not to be solely an outside pet nor housed outside or in a kennel run. FOSTER FAMILY agrees that the dog(s) will be indoors when the FOSTER FAMILY is away from the home. FOSTER FAMILY agrees to provide prior notice to TRI before a change of home address during any foster period.
3. FOSTER FAMILY agrees to take the dog(s) to an approved TRI licensed veterinarian to provide the dog(s) with necessary veterinary care when indicated by symptoms of sickness, disease, and injury. Upon emergency, FOSTER FAMILY agrees to contact TRI as soon as possible. A contact list of TRI's directors will be given to the FOSTER FAMILY. Prior approval is required from the Regional Coordinator or a Board member to take the Foster dog to the vet. Foster Family agrees to get an estimate from the veterinarian and contact a member of the Board of Directors if a vet bill will go over 300.00.

4. FOSTER FAMILY understands that there are costs involved in maintaining a dog(s), and agrees to assume full responsibility for food & water, grooming, and basic health issues including administering the monthly flea and heartworm preventative (provided by TRI).
5. FOSTER FAMILY also agrees that they will talk to their personal vet about their fostering, and any potential health impacts on other pets in the home.
6. FOSTER FAMILY agrees that the dog(s) will reside in his/her home, will be kept as a household pet.
8. FOSTER FAMILY agrees to notify a TRI director immediately in the event of any incident of biting or any aggressive behavior demonstrated by the foster dog(s). TRI makes no warranties or representations regarding the dog(s)'s health or temperament. It is agreed and understood by FOSTER FAMILY that while every effort is made to provide an accurate history and assessment of a dog(s), TRI does not warrant any dog(s) regarding medical status, behavior, or disposition. It is further agreed that environmental changes may effect and change the temperament of the above named dog(s) and that TRI has no liability or responsibility of any nature regarding defects with the dog(s), or injuries or damage to any person or property which may be caused by the dog(s). FOSTER FAMILY agrees to indemnify and hold harmless TRI, its members, officers, directors, agents, and their heirs, administrators, executors, successors and representatives against any and all claims, known or unknown, now or hereafter arising in connection with this dog(s).
9. FOSTER FAMILY consents to the examination of this dog(s) by TRI at any time for any reason and acknowledges that TRI has the right to reclaim the dog(s) at any time for any reason including failure to comply with the terms of this contract or for any misrepresentations of fact FOSTER FAMILY made on the Foster application or in this contract. In the event the dog should be returned to or reclaimed by TRI, FOSTER FAMILY agrees to be financially responsible for any medical issues due to neglect by FOSTER FAMILY. Further, if the dog(s) sustains injuries or illness due to the improper care or neglect from FOSTER FAMILY, then FOSTER FAMILY will be responsible for all medical costs resulting from such neglect or improper care.
10. FOSTER FAMILY agrees that if for any reason he/she cannot keep this dog(s), he/she shall return it to TRI. The dog(s) shall not be given away, sold, exchanged or adopted without the prior written consent of TRI. FOSTER FAMILY understands that any friend or family member who wishes to take ownership of this dog(s) will be required to apply to TRI for the right to adopt and/or foster it. FOSTER FAMILY understands that if FOSTER FAMILY wants to adopt their foster dog or any TRI dog, all paperwork must be submitted and completed and adoption fees paid in full to TRI before the adoption is final.  
  
TRI retains the right to refuse anyone from adopting any TRI dog for any reason. All paperwork must be completed and adoption fees paid to TRI before any adoption is legal and final.
11. If for any reason this dog(s) has not completed its medical treatments (i.e. heartworm treatment, hookworm treatment, spay, neuter, etc.) prior to the execution of this contract, FOSTER FAMILY agrees to work with TRI to attend all appointments and

follow-up visits that need to be made in order to have the dog(s) healthy and ready for adoption. FOSTER FAMILY acknowledges that until this has been accomplished, TRI has the right to and will reclaim the dog(s) if the appointments are not made and met.

12. It is agreed and understood by FOSTER FAMILY and TRI that this written agreement sets forth all promises, agreements, conditions, and understanding between them, oral or written, and that both parties have fully read and understood all of this agreement.
13. FOSTER FAMILY agrees to pay TRI for any and all expenses, including court costs and reasonable attorney's fees, in enforcing the terms and provisions of this contract. Payment of these damages shall not excuse FOSTER FAMILY from returning the dog(s) to TRI.
14. FOSTER FAMILY hereby releases, indemnifies and holds harmless TRI, its officers, directors, members, agents and their heirs, administrators, executors, successors and representatives from any and all liability and claims of any and every nature and cause, known or unknown, now or hereafter directly or indirectly relating to any TRI dog(s).

By signing below, FOSTER FAMILY hereby affirms and declares: I/we have read and understand all of the terms of this Foster Contract. By signing this Foster Contract, I/we agree to abide by all of its terms and conditions. I/We am/are signing this Foster Contract on my own free will, and I/we am not under any duress of any kind. I/We have never been investigated, charged, or ticketed with cruelty to any animal. IN TESTIMONY WHERE the FOSTER FAMILY and TRI have set their signatures on this the date first above written.

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FOSTER FAMILY/APPLICANT Signature Date

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CO-FOSTER FAMILY/CO-APPLICANT Signature Date

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Address, City, State, Zip

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TRI Representative/Witness

Date

Date:

Revised:

Date:

Updated:

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