

## **FOSTER CARE AGREEMENT**

This Agreement, by and between Surfcat Cafe & Adoptions (hereafter "Shelter") (Contact person for all issues regarding this contract: Foster Coordinators (hereafter "Authorized Shelter Representative")) and \_\_\_\_\_, (hereinafter "I", "my" or "Foster Parent", individually or collectively), executed as of the last date entered below witnesses that:

Whereas, Shelter has custody and care of certain animals; and

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

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

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants hereinafter set forth, the parties hereby agree as follows:

- Foster Parent voluntarily enters into this agreement to provide temporary care and custody and necessary sustenance as a foster caregiver to the Shelter Rescued Animal(s) identified in a separate document or documents as may be executed from time to time as Foster Parent cares for animals from the Shelter. (hereafter individually or collectively "Foster Animal(s)", pursuant to the terms of this agreement and the applicable foster manual ("Foster Manual" as may be amended from time to time), the terms of which are incorporated herein by reference. Each subsequently executed document identifying additional animal(s) shall be subject to the terms hereof, which may be amended from time to time.
- Foster Parent understands that I could be required to provide foster care to Foster Animal(s) 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 the Foster Animal(s).
- Foster Parent represents and warrants that I am over 18 years of age.
- Foster Parent agrees to contact Shelter and arrange for proper and routine veterinary care and seek and provide care recommended by the assigned vets. Surfcat Cafe will provide all veterinary care and any necessary medication for Foster Animal(s). Should emergency care be needed at times outside of our hours of operation, please follow the steps outlined in the Foster Manual. The cost of any veterinary care (including emergency care) sought by a Foster Parent for a Foster Animal(s) without prior authorization will not be reimbursed by the Surfcat Cafe and Adoptions and will be the sole responsibility of the Foster Parent.
- Shelter is not responsible for any disease transfer or harm done to any pets Foster Parent may already have in his/her home.
- Foster Parent warrants, represents and agrees that I have personal medical insurance in force and if I am injured while fostering, I will submit claims to my personal insurance carrier. Foster Parent will report any injury related to foster care activities that happens to me or anyone else immediately to the staff at Shelter.
- Foster Parent understands that Shelter provides no guarantee as to the health of Foster Animal(s), and that Foster Animal(s) may have significant medical needs, socialization problems, and not be housebroken.
- Foster Parent will not arrange or pay for, or otherwise cause, the sterilization (spay or neuter) of my Foster Animal(s) during the period covered by this agreement, without the express written consent of the Authorized Shelter Representative, or his/her designee. Foster Parent will not arrange or pay for, or otherwise cause, or allow any elective veterinary procedure to be performed on Foster Animal(s) during the period covered by this agreement, without the express written consent of the Authorized Shelter Representative, or his/her designee.
- Foster Parent will take all necessary precautions to prevent Foster Animal(s) from either impregnating another animal or becoming impregnated. In the event that such happens, I will alert the Authorized Shelter Representative immediately.

• Foster Parent understands that I may only have Foster Animal(s) temporarily. Animals placed in foster care are still the property of Surfcat Cafe and Adoptions unless and until they are adopted by Foster Parent or an approved private citizen. When appropriate, Shelter strongly encourages Foster Parent to actively work to secure an adoptive home for Foster Animal(s) while the animal is in their care. If the foster parent is able to secure a prospective adoptive home for Foster Animal(s), they should direct the potential adopter to visit the Shelter website to complete an adoption application.

• Foster Parent agrees that I am fostering this animal for Shelter, and that I do not have any right of ownership over Foster Animal(s). I may be liable for the damages suffered by a person bitten or otherwise attacked by Foster Animal(s). I hereby agree to release, indemnify and hold harmless Surfcat Cafe and Adoptions, its officers, directors, employees and agents from any and all claims, damages, and liability arising from related to my activities (or activities of those under 18 that I am responsible for) as a Foster Parent under this agreement or for any negligent act or omission by Surfcat Cafe and Adoptions, its officers, directors, employees and agents. Foster Parent agrees to immediately notify the Authorized Shelter Representative of any bites or aggressive behavior by Foster Animal(s).

• Foster Parent agrees to immediately return any Foster Animal(s) in my care to Shelter, at the request of the Authorized Shelter Representative, or his/her designee, 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 Foster Parent plans to move at any time during the period covered by this agreement, Foster Parent agrees to contact the Authorized Shelter Representative prior to the move, with new contact information. I understand that Shelter has the right to request return of Foster Animal(s) based on such a change of residence, and agree that I will surrender Foster Animal(s) to Shelter immediately upon request.

• Foster Parent understands that because the provisions of this agreement are legally binding, any violation of this agreement could result in legal liabilities for myself and Shelter.

• If at any point I can no longer, or do not want to continue to, provide care, food, shelter or otherwise care for Foster Animal(s), Foster Parent agrees to contact the Authorized Shelter Representative, or his/her designee, and arrange for surrender and return of my Foster Animal(s) back to Shelter.

• Foster Parent will not transfer possession or custody of Foster Animal(s) to any other person at any time, except for temporary, short-term possession for the purpose of vet care, grooming or similar activities.

• 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 Foster Animal(s) 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.

• I agree that the opportunity given to me to help rehabilitate Foster Animal(s), as well as the chance of a potential future adoption, is of significant benefit to me, and along with other consideration serves as proper legal consideration in exchange for my agreements stated in this contract.

• Foster Parent acknowledges that 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 and may be reasonably relied upon by the Shelter and its representatives. This agreement is effective as of the date of the last signature below.

FOSTER CAT(S) Name/ID \_\_\_\_\_

FOSTER PARENT(S):

SURFCAT CAFE AND ADOPTIONS

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\_\_\_\_\_

Signature Date

Signature Date