Foster Care Agreement

Today’s date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Foster animal’s name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sex\_\_\_\_\_\_\_\_\_ Age\_\_\_\_\_\_\_\_

Type of animal: Dog Cat

ID tag #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Microchip #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Foster parent’s name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Driver’s license number\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In this agreement, Spilled Milk Cat Sanctuary will be called “Spilled Milk”. The foster parent has met the requirements for serving as a foster parent for animals from Spilled Milk and is called “Foster Parent” in this agreement. This agreement is between Spilled Milk and the Foster Parent for the purpose of socializing certain animals and preparing these animals for successful adoption into forever homes.

**1. Care of the Animal.** The Foster Parent agrees to:

• Provide a foster home for the above-named foster animal for a period of \_\_\_\_ weeks from the date noted below.

• Provide shelter, fresh water, wholesome food, adequate exercise and loving attention to the foster animal.

• Keep all Spilled Milk identification tags and microchip on the foster animal for the entire foster

period.

• Obtain immediate veterinary care at a pre-approved veterinary clinic if the foster animal becomes ill or is injured.

•Take the sick or injured foster animal to the nearest veterinary clinic in the locality in which the foster parent lives.

• Return the foster animal to Spilled Milk when the foster period ends. If the Foster Parent must or is required to return the foster animal before the foster period has elapsed, the Foster Parent will contact Spilled Milk and keep the foster animal until Spilled Milk arranges to retrieve the animal or place the animal in a local kennel.

• When a foster dog is outdoors, provide the dog with a secure fenced area, including shelter from the elements.

• Never tie up or chain the foster animal at any time.

• Never leave the foster animal in a car for an extended period of time, and never in the hot summer months for any amount of time without air conditioning.

• Keep the foster animal under control, either on a leash or within the confines of a fenced area, when the foster animal is outdoors.

• Keep a foster cat indoor at all times.

• Never allow a foster dog to ride in the back of a pickup truck unless the dog is in a secure crate or harness attached to the bed of the truck.

• Never give or sign over the foster animal to any other person or shelter.

• In the event that a foster animal is impounded by an animal care and control agency, the Foster Parent agrees to ask the officers immediately to scan the animal for a microchip and call Spilled Milk.

**2. Spilled Milk’ Obligations.** Spilled Milk agrees to:

• Pay the fees for care at a pre-approved veterinary clinic if the animal gets ill.

• Supply food to the Foster Parent for the foster animal.

• Provide heartworm and flea treatment.

• Evaluate the foster parent/foster animal relationship after the first 3 weeks, and at 6 weeks, 9 weeks, and 12 weeks.

**3. Lifetime Commitment and Euthanasia.** Spilled Milk makes a lifetime commitment to its animals. If the Foster Parent should be unable or unwilling to care for the animal, he or she shall contact Spilled Milk immediately so that Spilled Milk may take possession of the animal. The Foster Parent shall not under any circumstances abandon, give away, allow to run away, surrender to a shelter or animal care and control or law enforcement officials, or euthanize or have euthanized any animal that he or she has received from Spilled Milk. If a licensed veterinarian recommends euthanasia, the Foster Parent agrees to notify Spilled Milk before the euthanasia and speak directly with Cathy Brunner and provide the name and contact number of the veterinarian, and the veterinarian and Spilled Milk will make the decision about euthanasia.

**4. Seizure and Impoundment of the Animal.** If the animal shall, for any reason, be picked up by local law enforcement or animal control, the Foster Parent will immediately contact Spilled Milk by phone or e-mail and inform Spilled Milk directly that the animal has been picked up and impounded and the animal’s location. The Foster Parent shall also in that event inform the authorities holding the animal that the animal is property of Spilled Milk and is microchipped, provide contact information for Spilled Milk to the authorities, and request that the authorities contact Spilled Milk immediately. Under no circumstances will the Foster Parent agree to or allow the euthanasia of the animal.

**5.** **No Representations.** The Foster Parent understands that Spilled Milk does not guarantee the health, temperament, or training of the above described animal.

**6.** **Termination.** The agreement may be terminated by Spilled Milk at any time; and by the Foster Parent in which case the foster animal must be returned to Spilled Milk. Upon notice of termination by either party, the Foster Parent will keep the animal safe and continue to house and care for the animal as required by this agreement until arrangements can be made for return of the animal to Spilled Milk. The Foster Parent agrees to cooperate in these efforts, including helping with necessary arrangements for the safe return of the animal to Spilled Milk.

**7.** **Not Assignable.** This agreement is not assignable by the Foster Parents.

**8.** **Photographic and Audio Release.** The Foster Parent expressly grants Spilled Milk permission to make photographic, video or audio recordings of the Foster Parent with the animal or during participation in a Spilled Milk or other event. The Foster Parent grants Spilled Milk rights to all photographic images and video or audio recordings made. This includes, but is not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. The Foster Parent understands and agrees that Spilled Milk may use these photographs or recordings to promote Spilled Milk and its mission, including for Spilled Milk events and work and for fundraising and other purposes that Spilled Milk decides is appropriate.

**9.** **Release.** The Foster Parent, and for his/her spouse, heirs, executors, personal representatives and assigns, agrees never to bring a claim or suit against Spilled Milk Cat Sanctuary. The Foster Parent releases Spilled Milk and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from the behavior or actions of the foster animal. The Foster Parent understands that this agreement discharges Spilled Milk and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to the Foster parent and his/her spouse, heirs, executors, and assigns, with respect to bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss that may result from the behavior or activities of the foster animal. The Foster Parent releases Spilled Milk and discharges Spilled Milk and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for Spilled Milk’ own negligence or liability that may result in bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss to the Foster Parent.

**10.** **Indemnity Agreement.** The Foster Parent, and for his/her spouse, heirs, executors, personal representatives and assigns, agrees to indemnify and hold Spilled Milk harmless for all bodily injury, personal injury, illness, amputation, scarring, death, property damage or other losses, including attorney’s fees and costs of litigation, that result to anyone else or any other entity because of the Foster Parent’s negligence or liability. This includes lone acts or omissions by the Foster Parent as well as the combined acts of the Foster Parent with others.

**11.** **Change of Address.** In the event that the foster parent moves, he or she agrees to contact Spilled Milk with change of address information, so that all records can be updated and microchip information can be changed.

**12.** **Other.** The Foster Parent expressly agrees that the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. The Foster Parent agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement. This is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises.

All disputes under this agreement will be settled by binding arbitration.

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The Foster Parent agrees that he/she is legally competent to enter into this agreement, and this agreement is binding upon heirs, assigns, successors, personal representatives and executors of both parties.

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

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Signature of Foster Parent Date

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Signature of Spilled Milk Cat Sanctuary Date

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Foster period start date