

HOMES FOR ORPHANED PETS EXIST (H.O.P.E.)

P.O. Box 2497 Wilton, NY 12831 (518) 428-2994

Foster Care Agreement

This Foster Care Agreement is effective on	by and between,
hereafter referred to as Foster Care Provider(s), and Hom	es for Orphaned Pets Exist, hereafter referred to as H.O.P.E.
, , , , , , , , , , , , , , , , , , ,	for the adoption of the identified below. Now, therefore, in
consideration of the foregoing and mutual covenants and	agreements contained herein, the parties agree as follows:

- 1. The undersigned Foster Care Provider(s) do hereby forever release, discharge and covenant to hold harmless H.O.P.E. and any other person, firm, partnership or corporation charged or chargeable with responsibility or liability, their heirs, administrators, executors and assigns, from any and all claims, damages, costs, expenses, loss of services, actions and causes of action belonging to the said Foster Care Provider(s) arising out of any action or occurrence for the present time and particularly on account of the foster care provided to:
- 2. The Foster Care Provider(s) hereby declare that no representation regarding the nature and extent of legal liability or financial responsibility have induced the Foster Care Provider(s) to make the Release and Indemnity Agreement.
- 3. The Foster Care Provider understands that while H.O.P.E. volunteers have temperament tested the animal to the best of their ability, H.O.P.E. makes no guarantees regarding the temperament of said animal, and that H.O.P.E. cannot guarantee that the Foster animal has never bitten, or never will bite.
- 4. The Foster Care Provider understands what H.O.P.E. cannot make any guarantees regarding the health of said Foster Animal.
- 5. The undersigned hereby further agrees to abide by the "Terms of Foster Care" listed below:
 - A. If for any reason, the foster placement is not satisfactory to the adoption party, or if the Foster Care Provider(s) fails to comply with all terms and conditions of the Agreement, or if any misrepresentations have been made by the Foster Care Provider(s) to H.O.P.E. during the entire time the fostered animal remains with the Foster Care Provider(s), the Rescue animal must be returned to H.O.P.E. Any costs incurred during the return will be the responsibility of the Foster Care Provider(s). Terms are as follows:
 - i. The Rescue animal must be returned to H.O.P.E. if the Foster Care Provider(s) are unable to keep the Rescue animal. H.O.P.E. requires a minimum of five (5) days notice before returning a Foster animal. Foster Care Provider(s) have the understanding that H.O.P.E. does not have a physical facility to kennel animals and other foster homes may not be available. Foster Care Provider(s) agree to keep said animal until a new foster is found. Foster Care Provider(s) agree that they take full responsibility for said animal during this period.
 - ii. In the event that the Rescue animal is lost or stolen, every effort must be made by the Foster Care Provider(s) to locate and recover the Rescue animal. H.O.P.E. must be notified verbally immediately of the loss of the Rescue animal. Notification must include the date, time and exact location of the loss of the Rescue animal.
 - iii. The Foster animal must never be abandoned or taken to a pound, shelter or humane society for any reason whatsoever by the Foster Care Provider, nor shall the Foster Care Provider contact animal control or any other law enforcement agency or individual for that purpose, except upon written approval by a H.O.P.E. Board Member. The Foster animal must be returned to H.O.P.E.
 - iv. Foster care provider attests that Foster care provider has been provided with a Policies and Procedures Manual, and agrees to abide by H.O.P.E.'s care and placement policies.
 - v. The foster animal must never be used in animal research.
 - vi. The Foster animal must receive an appropriate amount of quality food, fresh water, companionship and a safe shelter.
 - vii. The Rescue animal must be kept as a family pet and treated with affection and kindness and not subject to cruelty.

- viii. Foster Care Provider(s) agree that if the Foster animal is a cat, the Foster animal is never to be declawed and may not be allowed outdoors.
- ix. Foster Care Provider(s) agree that if the Foster animal is a dog, the Foster animal is never to have their ears cropped or tail docked.
- x. Foster Care Provider(s) will release accurate name(s) and contact information of any veterinarian, trainer, groomer, boarder, animal control officer, or any other service provider who has had any interaction with the Rescue animal and/or any animal in the Foster Care Provider(s) custody to H.O.P.E. at any time during the Rescue animals life-time, within 24 hours of the verbal request of any H.O.P.E. representative, and five (5) business days of the written request of any H.O.P.E. representative.

Foster Care Provider(s) explicitly authorize, without further notice, the release of any information regarding the treatment, training, or other interaction of the Foster animal and/or any animal in the Foster Care Provider(s) custody by or with any veterinarian, trainer, groomer, animal control officer or any other service provider.

Foster Care Provider(s) fully and forever release any such veterinarian, trainer, groomer, boarder, animal control officer, or any other service provider, their heirs, administrators, executors, successors and assigns, for any liability associated with the release of information to H.O.P.E. regarding the Rescue animal and/or any animal in the Foster Care Provider(s) custody.

Foster Care Provider(s) understands that partial, complete, or attempted revocation of said authorizations and/or release of liability shall constitute an immediate breach of this agreement.

- B. The Foster Care Provider(s) agree that follow-up visits by H.O.P.E. may be arranged at any time during the Foster animal's entire length of stay in the Foster Care Provider's home, and H.O.P.E. reserves the right to inspect the animal's home. If the terms and conditions are not upheld by the Foster Care Provider(s), H.O.P.E. reserves the right to terminate this Agreement, and the Foster Care Provider(s) must return the Foster animal upon demand of a H.O.P.E. representative.
- C. Foster Care Provider(s) agree that they will arrange for the foster pet to be at adoption clinics at least once per month, more often if possible, and if the foster care provider wants to adopt the foster pet, they will be subject to the same requirements and adoption fees as any other potential adopter.

Foster Care Provider(s)	H.O.P.E. Representative
Name:	Name:
Phone #:	Phone #:
Address:	
Foster's Signature:	
Co-Foster's Name:	
Co-Foster's Signature:	Signature: