



Foster Care Agreement

DISCLAIMER: This agreement is a sample only and is not intended as legal advice in terms of creating an appropriate adoption agreement for your organization. Please do not use without consulting an attorney licensed in your state.

Foster animal's name _____ Sex _____ Age _____

Type of animal: Dog Cat Bird Rabbit Horse Pig Other _____

ID tag number _____ Microchip number _____

Foster parent's name (please print) _____

Address _____

City _____ State _____ Zip _____

Phone: Home _____ Cell _____ Work _____

E-mail _____ Driver's license number _____

Best Friends Animal Society, a Utah nonprofit organization, operates the nation's largest animal sanctuary and is located in Kanab, Utah. In this agreement, it is called "Best Friends."

The foster parent has met the requirements for serving as a foster parent for animals from Best Friends and is called "Foster Parent" in this agreement.

This agreement is between Best Friends and the Foster Parent for the purpose of socializing certain animals and preparing these animals for successful adoptions 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 Best Friends identification tags and microchip on the foster animal for the entire foster period
- Obtain immediate veterinary care if the foster animal becomes ill or is injured
- Take the sick or injured foster animal to the Best Friends veterinary clinic if the Foster Parent lives in the southern Utah area, and if not in this area, to a pre-approved veterinary clinic in the locality in which the Foster Parent lives
- Return the foster animal to Best Friends 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 Best Friends and keep the foster animal until Best Friends arranges to retrieve it or place it in a local kennel
- When a foster dog is outdoors, provide it 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 indoors at all times
- Never allow a foster dog to ride in the back of a pickup truck unless 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 the 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 to call Best Friends

2. **Best Friends' Obligations.** Best Friends agrees to:

- Pay the fees for care at a pre-approved veterinary clinic if the foster parent lives out of the southern Utah area and to treat the foster animal at the Best Friends veterinary clinic at no cost to the Foster Parent
- Supply food to the Foster Parent for the foster animal
- Evaluate the foster-parent/foster-animal relationship after the first three weeks, and at six weeks, nine weeks and twelve weeks

3. **Lifetime Commitment and Euthanasia.** Best Friends 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 Best Friends immediately so that Best Friends 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 Best Friends. If a licensed veterinarian recommends euthanasia, the Foster Parent agrees to notify Best Friends before the euthanasia and speak directly with _____ and provide the name and contact number of the veterinarian, and the veterinarian and Best Friends will make the decision as to the 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 Best Friends by phone or email and inform _____ directly that the animal has been picked up and impounded and the animal's location. Foster Parent shall also in that event inform the authorities holding the animal that the animal is the property of Best Friends and is microchipped, provide contact information for Best Friends to the authorities and request that the authorities contact Best Friends immediately. Under no circumstances will Foster Parent agree to or allow the euthanasia of the animal.

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

6. **Termination.** The agreement may be terminated by Best Friends at any time; and by Foster Parent, in which case, the foster animal is to be returned to Best Friends. Upon notice of termination by either party, 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 Best Friends. Foster Parent agrees to cooperate in efforts including helping with necessary arrangements for the safe return of the animal to Best Friends.

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

8. **Photographic and Audio Release.** The Foster Parent expressly grants Best Friends permission to make photographic or video or audio recordings of the Foster Parent with the animal or during participation in a Best Friends or other event. The Foster Parent grants Best Friends rights to all photo-

graphic 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 Best Friends may use these photographs or recordings to promote Best Friends and its mission, including Best Friends events and work, and for fundraising and other purposes Best Friends 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 Best Friends Animal Society. The Foster Parent releases Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from the adoption or behavior or actions of the cat. The Foster Parent understands this agreement discharges Best Friends 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 adoption or behavior or activities of the cat. The Foster Parent releases Best Friends and discharges Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for Best Friends' 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 Best Friends 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 Best Friends 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 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.

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

This agreement is entered into this ____ day of _____, 20____.

Signature of Foster Parent

Date

Agent for Best Friends Animal Society

Date