

# FOSTER AGREEMENT WITH NEW ZEALAND CHIHUAHUA RESCUE

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Thank you for your interest in fostering with New Zealand Chihuahua Rescue, we greatly appreciate the support and cannot take in new dogs without stable, reliable foster carers. In order to ensure that both parties are aware of their obligations and/or the policies we have in place, please read through the below Foster Agreement carefully and sign where indicated if you wish to participate in the programme run by the New Zealand Chihuahua Rescue Trust ("**The Trust**"). The Agreement also refers to "you" being the ("**Foster Carer**"). In order to foster for the Trust, you hereby agree to the following:

## **Ownership of the Foster Dog is Retained by the Trust**

1. The dog remains the sole property of The Trust, irrespective of the amount of time the dog is with the foster carer and until such time as The Trust determines the permanent placement of the dog. You acknowledge that the Trust is the sole owner of the dog and retains all ownership and rights to the dog while in your care.
2. Fostering the dog creates no legal or beneficial interest in the foster dog for the foster carer. The Trust shall remain the legal owner of the dog throughout the duration of the foster term. The foster carer cannot and shall not be deemed the legal owner unless the dog is adopted by the foster carer (as per the below) and legal ownership is formally transferred.

## **General Terms**

3. The foster carer is to look after the dog according to all instructions given to the foster carer by The Trust's Trustees or representatives (ie. vet staff or trainers) irrespective of how they may choose to keep their personal pets. The foster parent is required to provide (or contact the Trustees to provide) all of the necessities of life to the dog while in their care, including food, water, indoor shelter, and notifying the Trustees if the dog requires vet care.
4. The dog is to be in the same or better condition at the end of the term of foster care.
5. Dogs are to be contained indoors ONLY overnight and/or while the foster carer is not at the premises. Foster dogs are not to be left outside without the direct supervision of a care-taker, or able to access outdoors without adequate supervision. The Trust can provide child gates, travel or overnight crates and pens at the request of foster carers.
6. The safety of the foster dog and trust team members, is paramount. At all times the foster carer should endeavor to ensure that their personal details (and location of a Trust foster dog) are kept from the general public. The trust email address is the adopters first point of contact, please do not offer your personal email or phone number in replacement of this. Foster Parents may call Adopters "on private" (ie. number withheld) to schedule meet and greet times as arranged with a Trustee. Meet and greets should be at a public place (if the Adopter is from out of town) or the Adopters property (if local) and a home check can be conducted at the same time.
7. In the interests of safety, do not post pictures of your foster dog on any website or publicly available social media. Fosters should send all updates and photos to the Trustees who will post these updates on their behalf via the public trust page. You are free to share updates on the closed trust foster carer or adopter pages, or "closed" personal page(s).
8. Foster carers are required to have fenced in properties. In the case of rural properties, a fenced in portion (for the dog to toilet and run off leash) is acceptable. The dog must be contained to the foster carers property at all times.
9. When traveling in a vehicle, foster dogs are to be restrained – either attached to the seat of a car or in a crate. They cannot be transported on the laps of people or unrestrained in any vehicle.
10. Foster dogs are not to be left unsupervised or in close proximity to personal dogs of the foster, small animals, cats, children or babies. Employ strict supervision. The Trust assumes no responsibility for any omission of the foster carer to follow this clause which results in damage to the same. This shall be deemed a breach of the Agreement.

## **Application Process**

11. Applying to The Trust to become a foster carer does not create an obligation on The Trust to supply the foster carer with a dog. Foster carers are matched to incoming dogs, based on location and the needs of the particular dog that comes into the care of the Trust. The Trustees will assign foster dogs according to experience, skill level and needs.

12. The foster carer is to return the application form together with any required evidence from a landlord or other agency. Failure to do so shall result in the application being declined. The onus is on the Foster Carer to contact their landlord or Housing New Zealand and provide the required documentation to the Trust.
13. A home check and interview may be conducted with the chosen foster carer, at the Trust's discretion, in order to approve the foster carer.
14. In the case where foster carers have fostered for the Trust prior but have been on hiatus or have a new dog enter their care, no new application is required. unless there has been a change in circumstances (ie. residence, household, work hours). We do not require a new signed agreement at each new fostering term (ie. when a new dog enters their care).
15. The foster carer agrees to be bound by the terms of this form and/ or any updated forms or policies in existence. A new agreement does not need to be signed each time a foster carer receives a new foster dog but they should ensure they are familiar with the Agreement and Foster Manual terms and policies on an ongoing basis.
16. The foster carer acknowledges that by signing this Agreement, they have read all foster carer documentation, (including this full agreement), the foster manual and any policies put in place by the trust. As such, the foster carer agrees, by signing the Foster Agreement that they are aware of their obligations in terms of becoming a foster carer for the Trust.

#### **All Information Supplied to the Trust to be True and Correct**

17. The Trust relies upon information given by the foster carer in order to make decisions about whether or not they are deemed suitable to foster a Trust dog. As a result, all information submitted must be true and correct.
18. By submitting this form to The Trust for consideration, the foster carer confirms that all information supplied is true and correct to the best of their knowledge and belief.
19. The foster carer confirms that they have no pending charges or prior convictions related to animal cruelty and are not banned from owning any animal.
20. The information on the forms will be retained by The Trust and may be shared with other team members or official agencies (ie. the vet, Council etc.) and/or other parties relevant to the care of the dog.
21. The foster carer agrees that the Trust can make any such inquiries as to the validity of any information contained in this foster agreement, at their discretion. For the sake of clarity, dishonest information during the application process is a breach of the Agreement. If the Trust becomes aware of incorrect information, an immediate uplift shall result.

#### **Duty to Keep the Trust Informed**

22. The foster carer is approved on the information supplied to The Trust in their application form. Should there be a significant change in circumstances. The carer will need to notify The Trust immediately and may be asked to re-apply for suitability. Failure to do so shall be deemed a breach of this agreement.
  - 22.1 *"A significant change in circumstances"* includes but is not limited to: change of work hours, death of a household member, a member moving into the household, change of residence, health issues of the foster carer or their immediate family members, and significant loss of income or ability to transport the foster dog."
23. The foster carer is to keep The Trust informed, with regular updates as to the progress of the dog, the dog's general health and any other information relevant to the foster dog. The Foster Carer shall respond to communications from the Trust regarding the foster dog within a fair and reasonable time-frame (and no longer than 24 hours without good cause). Any failure to do so shall be deemed a breach of this agreement.
24. The trust is to be advised as soon as practicable if you notice any potential injury or illness relating to the foster dog or they appear to be unwell. This includes any: vomiting or gastro upset, lethargy, unwillingness to eat or toilet and any other symptoms noticed by the foster carer. Failure to do so shall be deemed a breach of this Foster Agreement.

25. Should any current pets of the foster carer become seriously unwell, The Trust is to be notified as soon as practicable.

### **Adoption of the Foster Dog by a Third Party**

26. The Trust reserves the right to continue to advertise for a permanent placement of any foster dog placed with a foster carer.

The foster carer shall endeavour to assist with their foster dog being adopted by:

- 26.1.** Scheduling any meet and greets at the direction of the Trustees - The foster carer is expected to assist with “meet and greets” by attending the property to speak with prospective Adopter. It is recognized that the foster knows the dog the best and is therefore best placed to answer queries relating to the dog and confirm suitability of adopter. Trustees are available to attend meet and greets. The Trustees are required to determine whether or not the prospective adopter should be offered a trial period.
- 26.2.** Property checks - The foster carer and/or Trustee perform a preliminary property check at the same time as the meet and greet and notify the Adopter of any issues. Meet and greets should be at the property of the Adopter, unless they are from out of Town. The Trust will then organise another Rescue to complete the same.
- 26.3.** The foster carer is expected to assist with the adoption process by ensuring the dog is taken to any grooming and/or photography appointments. The foster carer shall schedule these at a time suitable to them following direction to do so by the Trustees and communicate to confirm the times.
- 26.4.** The foster carer shall assist with the updating of the website profile, TradeMe and social media for the foster dog.
27. The foster carer may suggest a permanent placement for the dog (ie. Family member who has bonded with the dog). However, The Trust reserves the right to approve or decline said Applicant. If the foster carer believes they have a prospective Applicant they must refer the Applicant to the trust and ensure the appropriate forms are completed.
28. The dog is not the property of the foster carer and as a result, cannot be adopted or otherwise given to any other person without express authority from the Managing Trustee. If you are going on holiday or cannot foster the dog for a period of time due to other circumstances, the Trust is to be notified immediately and given enough time to find a replacement foster carer for that period. If family or friends can assist, please advise the Trust at the time.
29. The foster carer shall remember that at all times, when dealing with the general public, they represent the trust and as such shall not bring the trust into disrepute. The foster carer cannot and should not make any claims that the dog will be adopted by the prospective adopter at the end of any meet and greet. The foster carers shall be involved in the decisions relating to the selection of the Adopters. However, they cannot and should not provide confirmation of any decision to the prospective adopter. This is the duty of the Trustees.
30. Please do not provide personal cell phone numbers or addresses to prospective adopters, for the sake of safety. We ask that you call adopters on “private” to arrange meet and greets at their property and/or email. Let the Adopter know that any questions or further correspondence is to be via the trust email: [contact@nzchihuahuarescue.co.nz](mailto:contact@nzchihuahuarescue.co.nz)

### **Adoption of the Foster Dog by the Foster Carer**

31. Each foster carer has the right to notify The Trust of their wishes to permanently adopt the dog in their care. If this is the case, the Trust must be notified of the foster carer's intention to adopt, as soon as practicable and this must be before advertising of the dog as “fit for adoption” has commenced. If the dog has already been actively advertised, promised to a family, or actively attending meet and greets with an interested party, it is too late.
32. The foster cannot unilaterally decide to retain the foster dog. They must receive express approval from the Trustees confirming they are accepted to be the adopter of the dog.

- 33** Should The Trust determine that the foster carer be accepted as the permanent home for the dog, the foster carer will be advised in writing. No trial period shall be applicable. The foster is to sign an Adoption Agreement in respect of their foster dog and pay the fee to the trust as soon as practicable.
- 34** For the sake of clarity, the fee is to be paid within one (1) week of the written confirmation that the foster carer is accepted to adopt the dog. The fee is to be paid in full. Failure to do so shall result in the Trust having the discretion to cancel that adoption process in respect of the foster carer and/or uplift the dog. The foster carer cannot unlawfully retain the dog for any further period of time and payment of the adoption fee outside of that time period may be returned once the dog is uplifted.
- 35** The dog will be considered successfully adopted once the letter of confirmation is sent to the foster. The Trust shall change the microchip and registration details. From this point, the foster carer – turned Adopter is now responsible for the dog. This includes any and all medical care from the date of adoption. The Trust will not be liable in respect of any further health issues, diseases, illnesses or the like.
- 36** In the event that the dog is Adopted by the foster carer, the foster carer is to make arrangements within one (1) week of confirmation of the adoption to have all trust property for their (former foster) dog, returned to the Trust. This includes but is not limited to: any toys, harnesses and leads, beds and bedding, un-used or unopened food, worm and flea treatments, shampoos, medications etc. unless expressly gifted by the Trust (in discussion with the foster parent). The foster carer shall be responsible for purchasing their own dog items. If the Trust does not receive contact in relation to suitable arrangements for those belongings, the Trust shall invoice the foster carer for any items retained by them.
- 37** As stated prior, the decision as to whether or not the foster dog can be adopted by the foster carer is to be made by the Trust. The Trust does not provide any guarantees in respect of the same.

#### **Foster to Adopt**

- 38.** We do not offer a foster to adopt programme as we offer a one-month trial on all adoptions. Under our adoption process, if the dog placed in the Adopters care does not suit the Adopter or their family, the adoption fee is reversed and the dog is placed back into the care of the Trust.

#### **Items “on loan” to Foster Carers**

- 39.** The foster carer is required to indicate during the application process should they require assistance from the Trust in order to provide items (on loan) to foster a dog. For example: crates (as all dogs are required to sleep in a crate).
- 40.** All items given to the foster carer are “on loan” from the trust and are registered in the trust asset register. This includes but is not limited to: bowls, harnesses, leads, toys, blankets, crates, pens, bedding and beds, medications, worm and flea treatments and any other items or disposables used by the dog may be noted here for convenience also.
- 41.** On conclusion of each foster dog arrangement, the foster carer is to contact the trust and arrange for the return of that trust property. If the foster will be fostering other dogs, they may make arrangements with the Managing Trustee to retain certain items. The Trustees shall maintain the asset register accordingly.
- 42.** Failure contact the trust and organize within one (1) week of the departure of the foster dog, for appropriate arrangements regarding items on loan from the trust shall result in the foster carer being invoiced for the retail price of replacement items. The foster carer agrees, by signing this Agreement to pay any invoice that shall fall due (on or before the due date noted on the invoice) as a result of non-compliance with the policy to return items.
- 43.** Any items loaned to the foster carer that are lost or damaged shall be invoiced to the foster carer directly. The foster carer shall be invoiced for the retail price of replacement items. The foster carer agrees, by signing this Agreement to pay any invoice that shall fall due (on or before the due date noted on the invoice).

## **Food Provisions**

44. The Trust and trust vet shall determine the food to be fed to the foster dog and provide the same. If you have concerns about whether a particular food is suitable for your foster dog, please contact the Trustees or trust vet.
45. The food fed to the foster dog is not to be changed without the direction of the Trust Vet or Trustees.
46. Do not feed the foster dog any human foods, treats, bones etc. This can prevent us from making any progress in relation to their body condition or assessing whether they are effected by allergens. Failure to comply shall be deemed a breach.
47. Please contact the trust when food supply for your foster dog is low (with sufficient time for the Trustees to organise further provisions).
48. Any food that is unopened at the conclusion of the foster term is to be returned to the Trust for use by further foster dogs in future. Food that is opened may be passed to the Adopter at the time of the trial. All medications that are not essential to the foster dog are to be returned to the Trust. Heart, joint or other essential medications passed to the adopter.
49. Food provided by the Trust is to be utilised by the foster dogs only, irrespective of whether or not there are other dogs at the property. The trust is only able to provide enough items for the dogs in its care to utilise.

## **Council Licensing**

50. The Trust expects that all foster carers have registered dogs and are appropriately licenced to care for the foster dog and any permanent dogs at their property.
51. The foster carer undertakes that they acknowledge it is their express obligation to have confirmed with their local council the amount of dogs able to be housed on their property and hold the licenses required by their local council. The Trust takes no responsibility for ensuring that the Foster Carer carries the appropriate license for the dogs at their property.
52. Should the foster carer neglect to do so and receive penalty fees from the Council as a result of their omission the trust is not liable for any payment of fines or penalties.
53. The Trust has a duty to abide by all laws and legislation. As a result, all foster dogs are registered. The Trust, as part of this process, informs the Council of the location of the foster dog. The dog is registered to the Managing Trustee as the "owner" with a note that they are in the care of a foster carer. Personal details such as emails, phone numbers and addresses of fosters may be provided to the Council as a result.

## **Costs and Damages**

54. The Trust shall not be held financially or legally responsible for any damage or loss suffered by the foster carer to any property, person or vehicle, which has been caused by the dog, while in the foster carers care. It is expected that foster carers shall at all times ensure that the dog is not involved in any destruction or deemed a nuisance.
55. Any personal funds spent on the dog, while property of The Trust, does not constitute a right to ownership for the foster carer of the dog. The dog remains the property of The Trust regardless of any funds the foster carer has chosen to spend on the foster dog.
56. Should the foster carer wish to be reimbursed for any items purchased on behalf of their foster dog, they must contact the trust prior to the purchase to confirm the item and price, the trust will confirm whether or not they agree to reimburse. Once purchased the foster must submit a dated receipt within two (2) working days of the purchase in order to be reimbursed. The Trust will decline to reimburse any expenses that have not been expressly agreed to by the Trustees.

57. Should the foster dog require any grooming, please contact the Trustees and they will direct you to make contact with our groomer and provide the contact details. The Trust shall be invoiced for this service directly. The foster carer shall be responsible for organising the appointment and ensuring the dog(s) attend this. To utilise another groomer will mean the foster carer is responsible for the costs.

#### **Medical Care, Accidents and Emergencies, Microchip and De-sexing**

58. The Trust will de-sex, micro-chip and register with the Companion Animal Database (and local Council), flea, worm and medically treat any other ailments relating to the foster dog. The Trust shall be invoiced directly in relation to those expenses. The foster carer will not be asked to meet those expenses, unless they have (without approval) sought treatment with another vet clinic.
59. No dog placed by The Trust is to be used for breeding purposes prior to being de-sexed. To do so shall result in an immediate uplift of the dog and payment of damages to the Trust. If a pregnancy results, the foster carer shall be responsible for any and all costs relating to any medical care the dog. For the sake of clarity, this clause applies in respect of intentional matings and accidental matings. Do not place an un-neutered foster dog or bitch in your care around entire males or females.
60. All directions made by the Trust Vet or Managing Trustee are to be followed. Failure to do so shall constitute a breach of the Agreement.
61. No homeopathic, herbal or natural medicines are to be given to the foster dog without the express consent of the Vet or Managing Trustee. This includes any "home remedies" that would normally be used on personal dogs. If the dog is sick or suffering any type of symptoms the Trust Vet is to be consulted without delay. The Managing Trustee is also to be informed.
62. The dog will be micro-chipped to the Trust and registered with the local council in the name of the Managing Trustee. The Foster carer will not be added to the registration or microchip details unless they adopt the dog in their care. If this is the case, the Managing Trustee shall effect the change.
63. The foster carer is expected to have the time required, relevant licensing and transport facilities to be available to transport the dog to any veterinary or other medical appointments while he or she is being fostered. The primary responsibility to attend all medical appointments is placed on the foster carer. However, if help is required to meet those appointments on occasion, a Trustee is to be consulted immediately.
64. If a dog in foster care is harmed while in a foster carers care, by any act, or omission to act that can be attributed to either the foster carer themselves, the foster carer's family, or the foster carers own pets, it is the responsibility of the foster carer to meet those costs from their own available funds.
- 64.1. In the case of Clause 52 the Trust reserves the right to re-assess the suitability of the foster home and/or remove the dog from the carers care without delay.
65. In the event that veterinary care is required for the dog the foster carer is to notify the Managing Trustee immediately and receive their approval to book an appointment with the Trust's Vet. Failure to follow this process will result in the foster carer being liable for full payment of all costs associated.
66. In the event that the dog requires emergency medical treatment, the trust vet is to be called. To the extent that it is practicable, the carer must urgently inform the Managing Trustee.
- a. Emergency situations will be assessed on a case by case basis in a fair and reasonable manner.
- b. Do not take the dog to private after hours' clinics unless of a dire emergency. A fee will be invoiced to the trust vet by After Hours, if this is the case. This \$500 cost will be passed to the foster carer, the Trust cannot meet that fee.

67. Foster carers cannot re-assign their usual vet in the place of the trust vet. Do not take the foster dog to your personal vet and/or spend your own funds on de-sexing, microchipping, vaccinations or other vet care expecting to be reimbursed without express authorisation from the Managing Trustee. The trust vet is the only vet to be utilised in respect of the foster dog as they hold all of the vet records for the dog and authority to treat the dog.
68. The Trust assumes no liability for any harm caused medically to the pets of a foster as a result of their decision to foster.

#### **Termination of Agreement / Breach of this Agreement**

69. The Agreement may be terminated by the Trust for any of the above noted breaches of this Agreement, or any other unsatisfactory conduct by the foster carer that is brought to attention to the Trustees of the Trust or any other reason whatsoever.
70. The foster carer may terminate this Agreement by notifying the Trust of their intention to return a foster dog into the care of the Trust and/or cease to be a foster carer for the trust. The Agreement is considered terminated once the dog has been returned to the care of the Trust.
71. The Trust reserves the right to remove any dog placed in the care of a foster carer for any concerns relating to the welfare of the dog or skill of the foster carer, failure to follow instructions, breaches of the clauses of this Agreement and any other matters the trust deems relevant. For the sake of clarity, if a foster carer fails to meet any of the terms of this agreement, this shall constitute a breach.
72. Should a breach of this Agreement arise, the Trust may decide to meet with you to discuss the same or organise for the immediate uplift of the dog.
73. Failure to return the foster dog to the care of the Trustees when asked to do so, or make adequate arrangements to return the dog to the care of the trust, shall result in the Police attending to uplift the dog. A theft claim shall be made against the foster carer, and/or the foster carer may be prosecuted as a result. The Trust regard this as a very serious matter and will go through all possible avenues to ensure the foster dog is returned to the care of the Trust and the foster carer is held criminally responsible for their actions.
74. The decision of The Trust is final.

**Please read through the above Foster Agreement and retain a copy for your reference. Please contact us on [contact@nzchihuahuarescue.co.nz](mailto:contact@nzchihuahuarescue.co.nz) if you have any queries, prior to signing the Agreement. By signing and submitting the Foster Application you confirm you have read and understood the above conditions, accept the terms and agree to be bound by them and/or any updated or subsequent Foster Agreement or policies.**

**Agreement updated: 2024-01-29**