## CHARLIE'S ANGELS ANIMAL SANCTUARY, INC. FOSTER AGREEMENT

| Name:            |                   |          |
|------------------|-------------------|----------|
| Address:         |                   | <u> </u> |
| Home/Cell Phone: | _ E-mail address: |          |
|                  |                   |          |

I, hereafter referred to as "Foster", agree as follows:

- 1. Foster understands and acknowledges that Charlie's Angels Animal Sanctuary, Inc. is a 501 (c) (3) nonprofit organization which is devoted to rescuing animals from high kill shelters in North Carolina and helps them find loving homes. As a result, the health and welfare of any animal rescued by Charlie's Angels Animal Sanctuary, Inc. is of paramount concern to Charlie's Angels Animal Sanctuary, Inc. Due to the mission of Charlie's Angels Animal Sanctuary, Inc., Foster understands that s/he has significant responsibilities to Charlie's Angels Animal Sanctuary, Inc. and any animal fostered by Foster.
- 2. Foster agrees and acknowledges that s/he is similarly devoted to helping cats and dogs and to further such goals agrees to provide shelter, exercise, food, and love in a safe and positive environment for animals owned Charlie's Angels Animal Sanctuary, Inc. which Foster and Charlie's Angels Animal Sanctuary, Inc. both agree are appropriate for the circumstances of Fosters' home and family life until such time as such animal(s) are adopted by a "forever home" or until such animals should move to the lounge.
- 3. Foster agrees and acknowledges that Charlie's Angels Animal Sanctuary, Inc. has legal title to all animals it places with Foster and that Charlie's Angels Animal Sanctuary, Inc. shall have the sole discretion to pass title of a Charlie's Angels Animal Sanctuary, Inc. animal. Foster agrees and acknowledges that s/he does not own nor does s/he have any legal rights with respect to any animal placed by Charlie's Angels Animal Sanctuary, Inc. with Foster as a "foster animal."
- 4. Foster further admits and acknowledges that s/he is NOT an agent of Charlie's Angels Animal Sanctuary, Inc. and is not able to make any decisions on behalf of or which would bind Charlie's Angels Animal Sanctuary, Inc.
- 5. As a condition for being permitted to foster animals for Charlie's Angels Animal Sanctuary, Inc., Foster agrees to do the following:
  - **A.** To facilitate the vaccination, heartworm prevention and spaying/neutering of an animal placed with Foster by working closely with Charlie's Angels Animal Sanctuary, Inc. and by transporting the animal to and from the veterinarian specified by Charlie's Angels Animal Sanctuary, Inc.
  - **B.** To provide proper care to any animal placed by Charlie's Angels Animal Sanctuary, Inc. with Foster including shelter, shade, proper diet, fresh water, and love. Foster agrees never to:
    - (1) Abandon any animal; or
    - (2) Release any animal to any pound; or
    - (3) Breed any animal or sell any offspring of any animal; or
    - (4) Permit any animal to be used in a scientific experiment; or
    - (5) Use any animal for food or fur or permit anyone else to do so; or
    - (6) Allow any animal to engage in any type of animal fighting or entertainment; or
    - (7) Allow any animal to ride in the back of an open vehicle

- **C.** To physically transport and return the animal to Charlie's Angels Animal Sanctuary, Inc. in Monroe, North Carolina if Foster no longer wishes to foster for said animal.
- **D.** To allow Charlie's Angels Animal Sanctuary, Inc. or its agent to inspect Foster's home before and AFTER placing any animal in Foster's home for care, and to allow Charlie's Angels Animal Sanctuary, Inc. or its agent to remove any Charlie's Angels Animal Sanctuary, Inc. animal immediately from Foster's home for any reason or for no reason, which such decision shall be made solely by Charlie's Angels Animal Sanctuary, Inc.
- E. To report any change in address to Charlie's Angels Animal Sanctuary, Inc.
- **F.** To report any incarceration to Charlie's Angels Animal Sanctuary, Inc.
- 6. Foster understands and agrees that if s/he or anyone in his/her family breaches any term of this agreement by failing to meet any requirement, obligation, or condition identified in this Agreement, in Charlie's Angels Animal Sanctuary, Inc.' sole discretion, then Foster shall **immediately** release possession of any animals Foster is fostering on behalf of Charlie's Angels Animal Sanctuary, Inc. to Charlie's Angels Animal Sanctuary, Inc.
- 7. In the event that Charlie's Angels Animal Sanctuary, Inc., in its' sole discretion, determines that it desires possession of any Charlie's Angels Animal Sanctuary, Inc. animal being fostered by Foster, Foster agrees and hereby authorizes any Sheriff, Animal Control Officer or agent of Charlie's Angels Animal Sanctuary, Inc. to enter the premises where such animal(s) is located, take possession of said animal(s) and deliver such animal(s) to Charlie's Angels Animal Sanctuary, Inc. without the necessity of any Court Order or further proceedings of any kind. In the event it becomes necessary for Charlie's Angels Animal Sanctuary, Inc. to retain an attorney to enforce the terms herein all court costs and attorney's fees will be the responsibility of Foster.
- 8. Foster agrees that s/he will not hold Charlie's Angels Animal Sanctuary, Inc. liable for any personal or property damage caused by any Charlie's Angels Animal Sanctuary, Inc. by the animal fostered by Foster and that Charlie's Angels Animal Sanctuary, Inc. makes no warranties, representations, or guarantees whatsoever as to the adult size, temperament, characteristic, or health of said animal and hereby disclaims all implied or expressed warranties of fitness or merchantability.
- 9. This instrument contains the entire agreement between the parties and no statement, promises, or inducements made by any party or agent that are not contained in the Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by all parties and endorsed heron.
- 10. The parties agree that this Agreement is made under and will be governed by and construed in accordance with the laws of the state of North Carolina. The parties further agree that any dispute relating to the terms, interpretation or performance of this Agreement shall be brought in Union County, North Carolina and both parties hereby submit to the jurisdiction of such courts.

| 11. Please provide name, address, and telephone number of nearest relative:  Name:        |
|---|
| Address:  |
| Telephone:  |
| IN WITNESS WHEREOF, the parties have executed this agreement on the date as stated below: |
| Foster:   |
| Michelle Vereckey, Executive Director, Charlie's Angels Animal Sanctuary, Inc.            |
| Date:   |