

Foster 1	Foster 2	-
Street	City, ST, Zip	4
Phone 1	Phone 2	
e-mail		

Each of the above-named persons ("Foster Home"), and the Southwest Collie and Sheltie Rescue, Inc. ("SWCSR"), an Arizona corporation, enter into this Agreement to promote the humane and proper care of one of our rescue collies or shelties (hereafter referred to simply as "Dog").

SWCSR was established to provide for rescue and care of Dogs that have been abandoned, neglected or abused. SWCSR attempts to place Dogs in temporary Foster Homes until permanent homes can be found. Foster Homes are to provide a safe, secure, affectionate and healthy environment for Dogs. SWCSR sincerely appreciates the good efforts of the Foster Home, whose support is important to carry out our mission.

The Foster Home acknowledges these purposes and goals, and recognizes SWCSR has a legitimate and reasonable interest in assuring the proper and humane care of Dogs during temporary placement with the Foster Home.

The Foster Home represents that no member of the family or any person regularly present in the home has ever been charged with and convicted of cruelty to animals, hoarding animals, or any other offense involving unlawful transportation or treatment of animals.

SWCSR DOES NOT WARRANT THE HEALTH, TEMPERAMENT OR BEHAVIOR OF A DOG. NEITHER SWCSR NOR ANY OF ITS MEMBERS, DIRECTORS, OFFICERS, OR AGENTS SHALL BE LIABLE FOR ANY ACTS, DAMAGES OR COSTS OF OR RESULTING FROM THE DOG, ITS CARE, EQUIPMENT, TRAINING, OR EMPLOYMENT, INCLUDING WITHOUT LIMITATION, ANY ACTUAL OR CONSEQUENTIAL DAMAGES.

The Foster Home accepts the following conditions and restrictions, in order to be eligible as a Foster Home caring for SWCSR Dogs:

- 1) All Dogs remains the property of SWCSR and must be surrendered immediately to a representative of SWCSR upon request.
- 2) The Foster Home shall not give, lease, transfer, sell or otherwise dispose of, or transfer custody of a SWCSR Dog.
- 3) This is not a contract to adopt any SWCSR Dog. If the Foster Home wishes to adopt a SWCSR Dog, they must submit a properly completed adoption application as soon as possible.



- 4) The Foster Home will keep the Dog at their residence as a pet. Particularly in the case of Foster Dogs, we are unsure how they will behave if given freedom, or what dangers they may encounter when they are not confined and secure.
  - a) The Foster Home will provide the Dog with an adequately fenced yard or secure kennel run, unless an alternative situation is pre-approved by SWCSR.
  - b) At no time will the Dog be allowed to roam free (without a leash) outside of a fenced enclosure, or on acreage, or in a park, etc.
  - c) The Dog will not be left in an unoccupied vehicle at any time for any reason.
  - d) The Foster Home will keep the collar or halter, with the accompanying identification material, on the Dog at all times with the exception of during dog bathing. The collar or halter will be placed on the Dog immediately after the bathing.
  - e) The Foster Home will promptly notify SWCSR of any changes in their residence, mailing address, or telephone number.
- 5) If the Foster Home persons named above are away from home for more than a 24-hour period, they will inform a representative of SWCSR as soon as possible so that alternative arrangements can be made for proper care of the Dog.
- 6) The Foster Home represents and warrants that they maintain current homeowner's insurance if they own the residence. The Foster Home represents and warrants that their residence, if rented, permits pets, including Dogs, under the lease or by arrangement with the owner or leasing agent; that their residence complies with all applicable laws, rules and regulations; and that renter's insurance will be maintained while the Dog lives on the premises.
- 7) If a Dog is lost, the Foster Home will contact SWCSR immediately and make all reasonable attempts to locate the animal.
- 8) The Foster Home shall notify SWCSR immediately of any changes in the health of a Dog.
- 9) The Foster Home agrees to and MUST, WITHIN 12 HOURS, NOTIFY SWCSR OF ANY BITE INFLICTED ON A HUMAN BY A DOG, and within 24 hours of any substantial injury to any other animal.
- 10) The Foster Home must obtain approval in advance from SWCSR before obtaining outside care for the animal, including having the Dog seen by a veterinarian or assistant.
  - a) IF EMERGENCY MEDICAL VETERINARY CARE IS REQUIRED AND A SWCSR REPRESENTATIVE CANNOT BE CONTACTED, the Foster Home shall arrange for the minimum care required to stabilize the Dog and continue to try to contact SWCSR.
  - b) It is recommended that the Foster Home discuss means of providing emergency care with SWCSR in advance of need so that an approved source can be used if needed.
- 11) SWCSR will reimburse the Foster Home for the cost of **pre-approved** veterinary care and prescription medications and **occasionally** other expenses. Contact SWCSR if you have questions.
- 12) The Foster Home acknowledges that SWCSR will not provide any compensation or reimbursements for fostering a Dog other than noted in items 10 and 11 above.
- 13) The Foster Home shall not use the animal in any promotion or commercial enterprise, or employ the animal as a working dog, whether or not for gain, without the express permission, in advance, of SWCSR.
  - Any consideration flowing from a Dog, including without limitation, any such unauthorized use of a Dog
    or its likeness, shall belong to SWCSR. Any risk thereof shall be the sole responsibility of the Foster
    Home.



- 14) SWCSR must approve in advance any training activities for the Dog. Generally, SWCSR will not approve or pay for training activities such as herding, agility, etc.
- 15) The Foster Home agrees to provide behavioral information about the Dog to SWCSR when requested. This feedback is to include house training, performance, temperament and health.
- 16) There are no representations, promises or agreements between the parties or to induce any of them to enter into this Agreement, other than as expressly stated herein.
- 17) This contract is governed by the laws of the State of Arizona and venue for any action concerning this Agreement or its subject matter shall be in Maricopa County, Arizona. In the event of legal action, the Foster Home agrees to pay SWCSR's costs of investigation and of Court, and reasonable attorneys' fees, in connection with that action, including those of any member, director, officer, or agent of SWCSR named as a party therein.

#### Agreed to and Accepted:

Date
Date
Date



Record of Dogs cared for by Foster Family		
Date	Dog Name	
Breed	Age (approx.)	
Gender	Add'l Info	
Date	Dog Name	
Breed	Age (approx.)	
Gender	Add'l Info	
Date	Dog Name	
Breed	Age (approx.)	
Gender	Add'l Info	