



In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties therefore agree as follows:

Foster Parent Obligations; No Ownership of Dog; No Compensation. Foster Parent will provide a safe home and environment for the Dog at Foster Parent's residence for the length of time requested by Dark Horse Dogs (DHD) and will treat the Dog as a member of Foster Parent's family. Foster Parent will, as directed by DHD and in accordance with DHD's policies, rules, procedures, and instructions: play with, walk, exercise, transport the Dog to and from veterinary appointments; and provide related services as part of fostering the Dog. Foster Parent agrees to allow DHD to follow up on the Dog's welfare and Foster Parent's compliance with this Agreement by phone, in person at Foster Parent's residence, or otherwise and to allow DHD, upon reasonable notice, to inspect the premises at which the Dog resides. Foster Parent acknowledges that nothing in this Agreement grants or promises to Foster Parent any ownership of the Dog or of any former, current, or future DHD dog. Foster Parent understands that she/he is agreeing to foster the Dog temporarily and in a voluntary capacity. Foster Parent is not entitled to any compensation or benefits of any kind from DHD or any other person or entity in connection with this Agreement or Foster Parent's fostering of the Dog. Foster Parent is an independent contractor of DHD.

Foster Parent Warranties.

Foster Parent warrants that she/he will perform her/his obligations under this Agreement in compliance with all applicable laws and regulations.

Foster Parent warrants that she/he is at least 21 years of age.

Foster Parent warrants that neither she/he, nor any person residing with Foster Parent or who may have frequent contact with the Dog, has ever been charged with or convicted of any offense related to or involving the abuse, cruelty, neglect, or abandonment of animals.

Foster Parent warrants that she/he will at all times provide the Dog with comfortable, clean indoor housing; high-quality dog food; fresh water; and proper grooming.

Foster Parent warrants that she/he will administer heartworm, flea, and tick prevention medication and will take the Dog to a licensed veterinarian if the Dog



requires medical attention, including for routine vaccinations, annual physical exams, and heartworm testing.

Foster Parent warrants that she/he will ensure that that the Dog sleeps comfortably inside Foster Parent's residence and receives adequate social interaction, playtime, and exercise.

Foster Parent warrants that she/he will ensure that the Dog wears a collar with an identification tag containing the rescue contact information at all times, when the Dog is in public or otherwise outside of Foster Parent's residence.

Foster Parent warrants that she/he will not, nor will Foster Parent allow any person to: (i) abuse, neglect, harm, abandon, or otherwise mistreat the Dog in any way; (ii) subject the Dog to experimentation; (iii) rent, lease, loan, or sell the Dog to a laboratory or similar facility; (iv) use the Dog in any form of racing, fighting, or revenue-generating activity for purposes of amusement or entertainment; or (v) subject the Dog to cosmetic surgery or other elective medical procedures (for example, ear cropping, tail docking, or claw removal) unless determined to be medically necessary by a licensed veterinarian.

Foster Rules. Foster Parent will familiarize herself/himself with all DHD policies, rules, and procedures that apply to Foster Parents. Foster Parent will comply with all applicable DHD policies, rules, and procedures, as they may change from time to time in DHD's sole discretion. Foster Parent will at all times and at her/his own expense comply with all applicable policies, rules, procedures, and instructions provided by DHD, including the following:

Foster Parent will promptly notify DHD in writing of any change to her/his contact information.

Foster Parent warrants that she/he will use her/his reasonable judgment at all times while fostering the Dog.

Foster Parent warrants to use DHD approved equipment, food, treats only on the Dog.

Foster Parent warrants that she/he will comply with any residential lease terms applicable to Foster Parent's residence that pertain to pets or animals.



Foster Parent acknowledges the risk of illness passing between the Dog and the Foster Parent's pets and therefore agrees to practice reasonable personal hygiene.

Foster Parent warrants that all other animals residing in the Foster Parent's residence are current on all vaccinations as of the date two weeks prior to the Dog moving in.

Foster Parent will immediately report to DHD any injury that Foster Parent or any other person may sustain while Foster Parent is fostering the Dog.

Foster Parent will familiarize herself/himself with the Dog's behavior, personalities, and characteristics. Foster Parent will immediately notify DHD if Foster Parent is not comfortable interacting with the Dog.

All medical care for the Dog must be preapproved in writing by DHD and must take place at a DHD-approved veterinarian.

Foster Parent is not entitled to reimbursement for any expenses incurred in the course of caring for the Dog unless specifically authorized in advance and in writing by DHD. Foster Parent must provide receipts of any expenses eligible for reimbursement.

Foster Parent will not allow any other person (e.g., a pet sitter, neighbor, family member, friend) to care for the Dog unless Foster Parent first obtains DHD's specific written permission.

DHD reserves the right to immediately terminate this Agreement and Foster Parent's status as a foster parent, and to immediately take possession of the Dog, at any time, with or without cause, without notice or liability, including if Foster Parent has misrepresented herself/himself to DHD in any manner, if Foster Parent has failed to strictly comply with this Agreement or with any DHD policies, rules, procedures, or instructions, or if the Dog has been abused, neglected, harmed, abandoned, or otherwise mistreated. Upon any mistreatment of the Dog, Foster Parent will reimburse DHD for all expenses incurred by DHD in retrieving the Dog and providing the Dog with medical attention, including attorneys' fees, transportation expenses, and veterinary expenses. Upon DHD's request or any termination of this Agreement or of Foster Parent's status as a foster parent, Foster Parent will immediately return to DHD the Dog and all DHD supplies, equipment, confidential information, records, and other DHD property in Foster Parent's possession or under Foster Parent's control. All terms of this



Agreement that, by their nature, would be reasonably understood to apply after termination of this Agreement, including this Section 4 (as applicable) and Sections 5 through 12 (inclusive), will survive termination of this Agreement.

No Warranty. The Dog is provided “as is” and without any warranty of any kind. Although the Dog may have received or undergone temperament testing, training, or medical evaluation, DHD does not guarantee the temperament or behavior of the Dog and DHD does not warrant or guarantee that the Dog is free of health or genetic defects. To the maximum extent permitted by applicable law, DHD expressly disclaims all warranties of any kind with respect to the dog, including without limitation those regarding merchantability and fitness for any use or purpose. No advice or information, oral or written, obtained by Foster Parent from DHD creates any warranty.

Waiver & Release. Foster Parent recognizes that, in caring for the Dog, there exists a risk of injury, including physical harm that may be caused by the Dog. Foster Parent assumes the risks of caring for the Dog, including the risks of being bitten, scratched, injured, frightened, and otherwise harmed. On behalf of herself/himself and her/his heirs and assigns, Foster Parent hereby fully releases and discharges DHD and its directors, officers, owners, employees, contractors, volunteers, agents, representatives, successors, and assigns (together, “**DHD Parties**”) from any and all past, present, and future claims, losses, lawsuits, causes of action, demands, complaints, damages, judgments, settlements, fines, penalties, costs, expenses (including attorneys’ fees), and other liabilities of whatever kind or nature that may arise out of or in connection with this Agreement or the Dog, including any physical or mental injury that may be caused, directly or indirectly, by the Dog. Foster Parent also agrees not to sue any DHD Party in connection with any such liabilities. This release is irrevocable.

Foster Parent will indemnify, defend, and hold harmless DHD Parties from and against all claims, losses, lawsuits, causes of action, demands, complaints, damages, judgments, settlements, fines, penalties, costs, expenses (including attorneys’ fees), and other liabilities of whatever kind or nature that arise out of or in connection with this Agreement or the Dog.

Limitation of liability. To the maximum extent permitted by applicable law, in no event will any DHD Party be liable for any direct, indirect, special, incidental, exemplary, punitive, or consequential loss or damage, or any other loss or damage of any kind, arising out of or in connection with this Agreement or the Dog, whether the claim is based in contract, tort (including negligence), strict liability, warranty, or otherwise, and even if any DHD Party has express



knowledge of the possibility of the loss or damage. Foster Parent's sole and exclusive remedy is to return the Dog to DHD. Without limiting the foregoing, in no event will DHD's liability to Foster Parent exceed \$100, even if this remedy fails of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the above exclusions and limitations may not apply to Foster Parent.

Foster Parent will keep strictly confidential, will not disclose to any person, and will not use except as necessary to foster the Dog any of the following confidential information of DHD: information pertaining to DHD's fundraising and marketing practices; DHD's financial or business information; DHD mailing lists and donor lists; information pertaining to DHD's staff, owners, volunteers, foster parents, or adoptive parents; and any information DHD identifies as confidential or that should reasonably be understood to be confidential given the content of the information and the circumstances of disclosure. As between Foster Parent and DHD, DHD is the exclusive owner of all such confidential information.

DHD welcomes comments regarding DHD's operations and its foster and adoption programs. If Foster Parent submits comments or feedback to DHD, they will not be considered or treated as confidential by DHD. DHD may use any comments and feedback that Foster Parent provides in DHD's discretion and without attribution or compensation to Foster Parent.

Images & Recordings. Foster Parent hereby irrevocably authorizes DHD and its designees, agents, licensees, representatives, successors, and assigns to use photographs and recordings in which the likeness, image, or voice of Foster Parent may appear ("**Images**") in any manner and for any use. This authorization includes modification, distribution, and publication of the Images and use of the Images for publicity, promotional, marketing, and commercial purposes.

DHD is the exclusive owner of all Images and all works derived from the Images. Foster Parent hereby waives any claims of ownership Foster Parent may have to the Images and to the likeness, image, and voice of Foster Parent contained in the Images. Foster Parent hereby releases DHD and its designees, agents, licensees, representatives, successors, and assigns from any and all claims for damages for libel, slander, invasion of privacy, right of publicity, and any other claim based on the use of the Images.

Foster Parent's failure to comply with this Agreement or with DHD's policies, rules, procedures, or instructions may cause DHD to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, DHD will



be entitled to seek specific performance without posting a bond, proving damages, or fulfilling similar requirements, in addition to seeking any remedies available at law or in equity. Foster Parent will reimburse DHD for any expenses, including attorneys' fees, incurred by DHD in enforcing this Agreement.

All notices and other communications permitted or required to be given under this Agreement must be in writing and addressed to the recipient at the address in this Agreement and will be deemed validly given: upon delivery if personally delivered with fees prepaid, including by a recognized courier service; upon receipt if delivered by certified or registered United States mail, postage prepaid and return receipt requested; or on the date the email is sent if via email, provided a hard copy is also provided.

Relationship of the Parties. This Agreement does not create any employment, agency, partnership, or joint venture relationship between the parties. Neither party has any authority to contract for or bind the other in any manner or make any representation or commitment on behalf of the other.

Entire Agreement; Interpretation. This Agreement, including all policies, rules, and procedures referenced above, which are incorporated into this Agreement, is the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous agreements and understandings, whether oral or written, between the parties with respect to that subject matter. No amendment or modification to this Agreement will be effective unless it is in writing and signed by all parties. The waiver by any party of any term of this Agreement will not be deemed a future waiver of the same term or a waiver of any other term. No waiver will be effective unless it is in writing and signed by the party granting the waiver. The headings in this Agreement are for convenience only and will not affect the construction or interpretation of this Agreement. If any term of this Agreement is held to be unenforceable in any jurisdiction, that term will be ineffective as to that jurisdiction to the extent of the invalidity or unenforceability and without invalidating any other term of this Agreement.

Foster Parent may not assign this Agreement without DHD's prior written consent. This Agreement is governed by the laws of the state of Illinois, without regard for its conflict of law principles. Venue is exclusively in the state or federal courts, as applicable, located in Cook County, Illinois, with respect to any dispute arising under this Agreement. This Agreement may be executed in two or more counterparts, including by electronic transmission, each of which will be deemed an original copy of this Agreement, and all of which, taken together, will be deemed to constitute one and the same agreement.



This Agreement will be construed without regard to the party or parties responsible for its preparation and will be deemed as prepared jointly by both parties. Any ambiguity or uncertainty will not be interpreted or construed against any party. Each party has had the opportunity to consult legal counsel and is freely and voluntarily entering into this Agreement.