



## **Dachshund Rescue of Bucks County & NJ Foster & GrandPaws Care Agreement**

### **Overview**

DRBC is a Delaware nonprofit corporation whose mission is to ensure that each dachshund that DRBC rescues is ultimately placed in a home that will lovingly care for and make the dachshund a permanent member of the family or provide life-long sanctuary within the constructs of the organization under the DRBC GrandPaws Program.

**DRBC is run exclusively by volunteers and does not profit financially from the adoption of dachshunds; funding is obtained via adoption fees, supportive product sales and fundraising events.** The organization routinely enlists the aid of volunteer foster or GrandPaws homes to carry out its charitable purpose by providing a temporary foster home for one or more rescued dachshunds [the “DRBC Dachshund[s]”] or by participating in long-term support of a sanctuary dachshund[s] as GrandPaws participants.

### **Agreement**

#### **Section 1. DRBC Dachshunds.**

DRBC is the sole owner of all dachshunds in its care, not the Volunteer Foster or GrandPaws Care Provider.

Fosters/GrandPaws Volunteers will provide care to such DRBC Dachshund[s] at the request of the organization and with the agreement of the volunteer. The participation in either the Foster Program or the GrandPaws program is voluntary and is a non-compensated position.

#### **Section 2. Transport and Delivery.**

Transport of any DRBC dachshund may be arranged only if the foster and/or GrandPaws family has previously completed training. The organization reserves the right to temporarily waive this rule if training has been scheduled and the life of an animal may be jeopardized by non-transport to a fully trained home; however, training of all adults residing in the home will still be required within two [2] weeks of the home obtaining the DRBC dog.

DRBC assumes no responsibility for the costs of expense for transport, but will provide a letter verifying the distance traveled and copy of the organizations 501[c][3] status for tax purposes.



### **Section 3.      General Care.**

**General Care.** The Foster/GrandPaws family shall ensure that each DRBC Dachshund is provided daily with the following:

- 3.1.1. Diet as specified and provided by DRBC and clean water.
- 3.1.2. Grooming and cleaning, as needed.
- 3.1.3. A safe, clean and dry indoor living environment, free from restraints that may cause the DRBC Dachshund to suffer.
- 3.1.4. Indoor and outdoor exercise.
- 3.1.5. Personal attention and socialization.

**3.2.      General Care Items; Costs.** Except as provided for in Section 3.3, Care Provider shall provide, and shall be responsible for the costs of, all items deemed necessary for the general care and maintenance of the DRBC Dachshund, which may include but are not limited to the following:

- 3.2.1. Bedding.
- 3.2.2. Bowls and dishes.
- 3.2.3. Harnesses and leashes.
- 3.2.4. Crates, indoor pet gates, dog doors and outdoor fencing.
- 3.2.5. Stair ramps.
- 3.2.6. Cleaning supplies and elimination pads.
- 3.2.7. Toys.

**3.3.      Costs; DRBC.** DRBC shall provide each DRBC Dachshund with, and shall be responsible for the costs of, the following items:

- 3.3.1. Food, supplements, vitamins.
- 3.3.2. Identification Tag
- 3.3.3. Heartworm prevention.
- 3.3.4. Approved Flea/Tick Medication [Seasonal & location specific]
- 3.3.5. Any/All prescribed/required medications



**3.4. Outdoor Containment.** While outdoors, the DRBC Dachshund shall be [1] confined in a secure fenced yard or similar area, or [2] kept on a leash that is physically held by a responsible person. Under no circumstances shall the Foster/GrandPaws family cause the DRBC Dachshund to be chained, tied out or otherwise restrained without direct, immediate human presence and supervision.

**Section 4. Adoption Availability.** DRBC will invite adoption applicants to a scheduled meeting designated as a 'Meet-n-Greet' as part of the adoption process. It will be the responsibility of the Care Provider to:

**4.1.1.** Deliver the dachshund to the meeting location or

**4.1.2.** Make the dachshund available for transport to the meeting location on or before the date of the meeting.

**4.1.3.** Care Providers may be asked by DRBC to contribute information about said dachshunds only. Policies and procedures shared with applicants are the responsibility of DRBC including, but not limited to, the DRBC diet, refund policies and contact with Care Giver.

**4.1.4.** Excessive unavailability of any foster dachshund will lead to the termination of all foster responsibilities, removal of dog from Care Providers home and termination of this agreement.

**Section 5. Medical Care; Costs.**

**5.1. Medical History.** DRBC shall provide the DRBC Dachshund's medical history to Care Provider's Medical Professional when and to the extent that care is available/needed and has been preapproved.

**5.2. Medical Care and Treatment; Costs.** While the DRBC Dachshund is in Care Provider's custody, DRBC shall be responsible for procuring all medical care and treatment for the DRBC Dachshund.

**5.2.1. Costs; Prior Approval Required.**

**5.2.1.1.** DRBC shall be solely responsible for the costs of any and all medical care and treatment of the DRBC Dachshund, as well as the cost of any underlying veterinary office visit[s].

**5.2.1.2.** Should Care Provider seek to obtain care locally, Care Provider must obtain DRBC's approval prior to incurring such costs, as set forth in Section 5.2. If Care Provider fails to obtain DRBC's prior approval, DRBC will terminate this Agreement and immediately remove the DRBC Dachshund. DRBC will not be responsible for any costs incurred with regard to unapproved expenses.



**5.2.2. Prior Approval; Procedure.** As far in advance as possible, Care Provider shall request from DRBC the approval of a cost described in Section 5.2. In the request, Care Provider shall describe with particularity the item and the anticipated cost. DRBC shall promptly approve or reject the request in writing. "In writing" includes, but is not limited to, electronic mail and facsimile. Prior approval shall be deemed granted only upon actual receipt by Care Provider of DRBC's written approval.

**5.2.3. Costs; No Prior Approval Required.** DRBC shall be responsible for the costs of treatment in the case of a medical emergency involving a severe physical injury and/or the possibility of death, *provided* Care Provider informs DRBC of the emergency as soon as is practicable.

**5.3. Euthanasia.** *Care Provider shall under no circumstances authorize the euthanasia of the DRBC Dachshund.* Care Provider shall inform DRBC immediately of any situation that may require euthanasia of the DRBC Dachshund.

## **Section 6. Visitation.**

**6.1.** Care Provider shall allow DRBC, or a representative thereof, to visit Care Provider's personal residence from time to time to ensure compliance with the terms of this Agreement. Care Provider shall use his or her best efforts to schedule a visit within four [4] hours of DRBC's request for visitation. Visits shall take place during normal daylight hours, unless the parties mutually agree otherwise.

**6.2.** If DRBC determines in its sole discretion during a visitation that Care Provider is not in substantial compliance with the terms of this Agreement, DRBC may immediately retake possession of the Dachshund.

**6.3. Meet-N-Greet.** DRBC will invite the Applicant to a scheduled meeting designated as a 'Meet-n-Greet' as part of the adoption process. It will be the responsibility of the Care Provider to [1] deliver the dachshund to the meeting location or [2] make the dachshund available for transport to the meeting location on or before the date of the meeting as stated in Section 4.

## **Section 7. Adoption by Care Provider.**

### **7.1. Foster Dachshunds.**

**7.1.1.** Care Provider may choose to permanently adopt the DRBC Foster Dachshund at any time, except as set forth herein. If DRBC has accepted for further evaluation a third party's application to adopt the DRBC Dachshund, Care Provider may adopt the DRBC Dachshund only if and after DRBC denies the third party's application. To adopt the DRBC Dachshund, Care Provider must enter into an Adoption Agreement with DRBC.



**7.1.2.** Care provider will be allotted 5 calendar days after written request for adoption of the foster dog(s) to return signed adoption agreement & remit complete payment for fees & supply package. Failure to comply will result in immediate removal of said dog[s] and termination of this agreement.

**7.1.3.** Care Provider shall remit tax-deductible payment to DRBC for both adoption fees & supplies package. The fees & supply package are non-negotiable and subject to change at any time. Upon receipt of signed agreement and funds due, DRBC will supply medical information for the adopted dog(s).

**7.1.4.** All adoption policies and procedures will apply to the adoption of the DRBC dachshund including but not limited to refund policies, after care supply options and all other policies stated in the DRBC Adoption Agreement.

**7.1.5.** Adoption of a DRBC Dachshund does not preclude the Foster-Adopter from future participation in any DRBC program including, but not limited to the fostering of DRBC dachshunds.

**7.2. GrandPaws.** Care Providers of GrandPaws dachshunds may not adopt these animals as they have been deemed sanctuary dachshunds and are the life-long property of DRBC.

## **Section 8. Return of the Dachshund to DRBC.**

**8.1. Return to DRBC.** Care Provider shall return the DRBC Dachshund to DRBC if the Care Provider cannot or does not wish to continue to care for the individual DRBC Dachshund. Care Provider shall give DRBC at least three [3] weeks notice of Care Provider's intention to return the DRBC Dachshund, during which time Care Provider shall pay for reasonable boarding charges if the DRBC Dachshund cannot stay in the Care Provider's home safely.

**8.2. Costs.** Unless otherwise agreed to in writing, Care Provider shall be responsible for all costs and expenses incurred prior to the physical return of the DRBC Dachshund to DRBC, as provided in this Agreement.

## **Section 9. Termination of Agreement.**

**9.1. Termination by Care Provider.** Care Provider may terminate this Agreement with respect to all DRBC Dachshunds in his or her care at any time by providing written notice as described in Section 8.1. DRBC shall retake physical possession of all DRBC Dachshunds in Care Provider's care as soon as possible and at a time and location agreed upon by both parties. This Agreement shall terminate on the date DRBC retakes physical possession of the final DRBC Dachshund remaining in Care Provider's care.



**9.2. Termination by DRBC.** DRBC may terminate this Agreement for any reason with respect to any or all DRBC Dachshunds in Care Provider's care without advance notice. DRBC reserves the right to come to the Care Providers home and remove the dog.

**Section 10. Indemnification and Hold Harmless; Liability.**

**10.1.** Care Provider shall indemnify and hold harmless DRBC, along with its agents, volunteers, directors, officers and employees, from and against any and all claims, demands, losses, damages, liabilities, actions, and causes of action, and expenses, including without limitation attorneys' fees and litigation costs and expenses, arising from or related to the following, whether directly or indirectly caused by the DRBC Dachshund, and occurring on or after delivery of the DRBC Dachshund into Care Provider's custody: [1] damage to real or personal property, and/or [2] injury, illness or death of any person or animal.

**10.2.** Care Provider accepts liability, financial or otherwise, for any damaging, destructive or harmful behavior of the DRBC Dachshund occurring upon or after delivery of the DRBC Dachshund into Care Provider's custody.

**Section 11. Other.**

**11.1. Insurance.** Care Provider shall obtain and maintain an adequate policy of insurance covering harm or loss to persons or property caused by the DRBC Dachshund.

**11.2. Laws.** Care Provider shall adhere to and obey all county, municipal, state and national laws and ordinances pertaining to animal ownership.

**11.3. Prohibited Uses.** Care Provider shall not use any DRBC Dachshund for any type of research, commercial venture or financial gain.

**11.4. Voiding of Agreement.** The violation of any of the terms of this Agreement by Care Provider shall result in this Agreement being voidable at DRBC's option. If DRBC chooses to void the Agreement, the Care Provider shall return the DRBC Dachshund to DRBC immediately upon demand.

**11.5. Age.** Care Provider verifies that he/she is 21 years of age or older.



## **Section 12. Miscellaneous Legal Provisions.**

**12.1. Legal Costs.** If legal action becomes necessary to enforce the Agreement, Care Provider agrees to reimburse DRBC for all expenses related to any action in which DRBC is the prevailing party, including but not limited to all attorney fees and related expenses. It is not DRBC's intention or desire to take legal action against the Care Provider. As a volunteer-run nonprofit organization; however, DRBC cannot afford legal costs and this provision is intended to encourage the parties to resolve any disputes without resort to litigation, so that DRBC's limited resources can be used for the dachshunds in its care.

**12.2. Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement and its subject matter have substantial contacts with Pennsylvania, and all actions, suits, or other proceedings with respect to this Agreement shall be brought only in a court of competent jurisdiction sitting in Bucks County, Pennsylvania, or in the United States District Court having jurisdiction over that County. In any such action, suit, or proceeding, such court shall have personal jurisdiction of all of the parties hereto, and service of process upon them under any applicable statutes, laws, and rules shall be deemed valid and good.

**12.3. Entire Agreement.** This Agreement, including any forms, exhibits, schedules, lists and other documents and writings referred to herein or delivered pursuant hereto, all of which form a part hereof, contains the entire understanding of the parties with respect to its subject matter. It merges and supersedes all prior and/or contemporaneous agreements and understandings between the parties, written or oral, with respect to its subject matter, and there are no restrictions, agreements, promises, warranties, covenants or undertakings between the parties with respect to the subject matter hereof other than those expressly set forth herein. This Agreement may be amended only by a written instrument duly executed by all parties or their respective heirs, successors, assigns or legal personal representatives.

**12.4. Severability.** In the event that any provision of this Agreement, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or the application of the invalid, illegal, or unenforceable provision to any other person or circumstance, and this Agreement shall then be construed as if such invalid, illegal, or unenforceable provision had not been contained in this Agreement, but only to the extent of such invalidity, illegality, or unenforceability.



**12.5. Waiver of Breach.** No covenant or condition of this Agreement can be waived except by the written consent of the parties. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party to which the same may apply and, until complete performance of said covenant or condition, said party shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

***Care Provider acknowledges that he/she has read and understands all the terms and conditions of this Agreement. Care Provider acknowledges by signing this Agreement he/she agrees with the terms and conditions of the Agreement.***

**IN WITNESS WHEREOF** the parties hereto have caused the Agreement to be executed by themselves or their duly authorized representatives as of the day and year first written above.

**CARE PROVIDER:**

**DACHSHUND RESCUE  
OF BUCKS COUNTY & NJ:**

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Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

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**Please print off one full copy for yourself and one for DRBC. Sign both copies your contact and our copy and return both to the address listed below. A copy signed by DRBC will be returned to you.**

**DRBC  
Please mail to:  
Jo Ann Whalen  
181 Gilbert Drive  
Morrisville, PA 19067**