



**Pender County
Humane Society**
A NO-KILL SHELTER

FOSTER AGREEMENT

Name _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____

Email Address _____

Current pets? If so, how many? _____

Current veterinarian? _____

Herein referred to as "Foster," agrees to the following:

- 1) Foster understands and acknowledges that Pender County Humane Society (PCHS) is a 501(c)(3) nonprofit organization devoted to helping homeless, abandoned and potentially abused dogs and cats. As a result, the health and welfare of any animals is never completely known. Due to the mission of PCHS, the Foster understands that s/he has significant responsibilities to the PCHS and any animal fostered.
- 2) Foster agrees and acknowledges that s/he is similarly devoted to helping homeless/ abandoned and potentially abused cats and dogs and to further such goals, agrees to provide shelter, exercise, food/water, and love in a safe and positive environment until a) a kennel space is available or b) foster animal is adopted by a "forever home."
- 3) Foster agrees and acknowledges that PCHS welcomes any input from Foster on an animal that is in their care. PCHS has legal title and sole discretion to pass title of a PCHS animal.
- 4) 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 PCHS with Foster as a "Foster Animal."
- 5) Foster further admits and acknowledges that s/he is **not** an agent of PCHS and is **not** able to make any decisions on behalf of or which would bind PCHS.
- 6) As a condition for being permitted to foster animals for PCHS, Foster agrees to do the following:

- a) To facilitate the vaccination, heartworm/flea prevention of an animal placed with Foster by working closely with the PCHS's Shelter Manager and Assistant Manager and by transporting the animal to and from the PCHS's Shelter when specified.
- b) To provide proper care to any animal placed by PCHS with Foster including shelter, proper diet, fresh water, food and love. Foster agrees to **NEVER**:

- 1) Abandon any animal placed with Foster by PCHS
- 2) Release any animal placed with Foster by PCHS to any pound/animal shelter/rescue group.
- 3) Permit any animal placed with Foster by PCHS to be used in any scientific experiment.
- 4) To allow any **KITTEN/CAT** placed with Foster by PCHS to go outside. Our felines are strictly indoor only.
- 5) To allow any **PUPPY/DOG** placed with Foster by PCHS to go outside for a walk without being properly harnessed and leashed, or left outside unsupervised.
- 6) To permit any animal placed with Foster to ride in the back of an open vehicle.

- c) To physically transport and return animal to PCHS if Foster no longer wishes to foster said animal.
 - d) To allow PCHS to inspect Foster's home before placing any animal in Foster's home for care, and allow PCHS to remove any foster animals immediately from Foster's home for any reason, which such decision shall be made solely by PCHS.
 - e) **MEET & GREETES ARE REQUIRED** if Foster has pets of their own; current pets must be current with vaccinations.
 - f) To report any change in address to PCHS.
- 7) Foster understands and agrees that if s/he or anyone in his/her family breaches any term of this foster agreement by failing to meet any requirements, obligations or conditions identified in this agreement, then Foster shall immediately release possession of any animals being fostered on behalf of the PCHS to the PCHS.
 - 8) **In the event that PCHS, in its sole discretion, determines that it desires possession of any PCHS animal being fostered by Foster, Foster agrees and authorizes any constable, shelter worker and or board member of the PCHS to enter the premises and take possession of said animal(s) and deliver to PCHS without the necessity of any Court Order or further proceedings of any kind.**
 - 9) Foster agrees that s/he will not hold the PCHS for any personal or property damage caused by any PCHS animal fostered by Foster and that PCHS makes no warranties, representations, or guarantees whatsoever as to the adult size, temperament, characteristics or health of said animal and hereby disclaims all implied or expressed warranties of fitness or merchantability.
 - 10) 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 writings signed by all parties.

11) 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 (except that body of law controlling conflicts of law). The parties further agree that any dispute relating to the terms, interpretation or performance of this agreement shall be brought in Pender County, North Carolina, and both parties hereby submit to the jurisdiction of such courts.

12) In the event it becomes necessary for PCHS to retain an attorney to enforce the terms herein, should PCHS prevail in court, all court costs and attorney's fees will be the responsibility of Foster, as described herein.

13) Additional Provisions (If applicable)

IN WITNESS WHEREOF, the parties have executed this agreement on the days and year as stated below.

Foster: _____ Date: _____

PCHS Representative _____ Date: _____