

# SOUTHERN CALIFORNIA PIT BULL RESCUE FOSTER AGREEMENT



Foster's Full Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

This Foster Agreement (hereinafter "The Contract") is made on the date listed above by and between Southern California Pit Bull Rescue and Foster residing at the address listed above. This agreement is valid for any current or future animals (hereinafter "Pet") in Foster's care on behalf of Southern California Pit Bull Rescue. The parties hereby agree to the following:

## 1. CARE OF PET

- a. Foster shall accept and consider the pet as a household companion, not as an outside pet, and will provide the pet with a safe environment, humane treatment, and provide proper food, fresh water, shelter, and exercise.
- b. Foster agrees this Pet will not be abused in any manner. The Pet will not be chained at any time, nor will it be permitted off the property of the Foster unless accompanied by a mature individual. Pet shall not be used in any aspect of animal fighting. Pet shall not be the subject of or subjected to any biological, chemical, psychological, or other experiment.
- c. Pet shall be allowed to sleep indoors and protected from the elements or adverse conditions. Pet shall not be housed or kept outside or in a yard. The Pet shall not be allowed to roam free or unsupervised outside.
- d. Foster shall immediately notify Southern California Pit Bull Rescue if Pet is lost or stolen, and shall make every reasonable effort to recover the Pet.
- e. Foster shall not give up or sell the Pet to another person, relative, friend, or any other individual, or any rescue group, humane association, shelter, or adoption center unless preapproved by Southern California Pit Bull Rescue.
- f. Foster shall not under any circumstance give up or sell the Pet for any medical or experimental laboratory or any organization.
- g. Foster shall not alter the Pet's appearance in any way, shape or form (ex: cropping, docking).
- h. Foster permits Southern California Pit Bull Rescue to visit at reasonable convenient times to check on the wellbeing of the Pet.
- i. Southern California Pit Bull Rescue will supply the Pet's toys and/or chews. You are to not give your foster Pet any toy or chew without Southern California Pit Bull Rescues approval. (Rawhide, bullystick, stuffed toy, squeaker toy, rubber and/or plastic toys are to be provided and approved by Southern California Pit Bull Rescue).
- j. All approved toys or chews are to be given to the pet in a secured crate or kennel supplied by Southern California Pit Bull Rescue away from fosters personal pets. Foster may not under any circumstances unless approved by Southern California Pit Bull Rescue, give any type of toy/chew to that said pet around fosters other personal pets. (This is a rescue dog and rescue dogs are unpredictable. Failure to comply will be considered a BREACH of contract and you may refer to Clause 11).

**Initial (Acknowledgement of ITEM 1. CARE OF PET)**

## 2. VET APPOINTMENTS

- a. Foster is assigned a Foster Coordinator and must schedule vet appointments through him or her. Foster is responsible for transporting animal to and from appointments.
- b. If Pet is not spayed or neutered at the time this Contract is signed, Foster must arrange, through the Foster Coordinator to have the Pet spayed or neutered at one of Southern California Pit Bull Rescue's approved veterinary partners. Foster shall not breed Pet.
- c. Foster shall immediately notify Foster Coordinator the event of the Pet's injury, illness, or death during the foster care period.

## 3. FOOD AND SUPPLIES

- a. Foster should notify their foster coordinator about supplies or food needed and it will be provided to Foster at no cost.

Foster's Name: \_\_\_\_\_ (the Volunteer)

E-mail: \_\_\_\_\_

- b. If foster voluntarily chooses to purchase something with his or her own money, foster should save the receipt as these expenses are tax deductible. Purchases made voluntarily by Foster are not reimbursed by Southern California Pit Bull Rescue. All purchases of any toys or chews are to be approved by Southern California Pit Bull Rescue. (Refer back to Clause 1, items i and j).

## 4. TWO WEEK SHUTDOWN PERIOD

- a. Foster shall allow a reasonable amount of time for the Pet to adjust to new surroundings.
- b. For the safety of Foster's household and other resident pets, Foster is required to place Pet into a two-week shutdown period. Pet must be crated and separated from all other animals in the household for two weeks. Slow introductions are required for each Pet and this in turn will create a more balanced transition period for Pet. If this is not followed, Southern California Pit Bull Rescue reserves the right to relinquish Pet from Foster's home and relieve Foster of their duties.

## 5. FOSTER PERIOD

- a. Foster understands the commitment he or she is making by agreeing to foster Pet and that there is no definitive time period. Foster understands it may take weeks or possibly longer for Pet to be adopted.
- b. If Foster can no longer care for Pet, Foster shall notify Southern California Pit Bull Rescue and make every effort to find a suitable foster or adoptive home for the pet. Southern California Pit Bull Rescue will do everything possible to place the Pet accordingly. However, the Foster understands that it may take time to find the Pet a sufficient home for its needs.
- c. Foster understands that during the foster period, Southern California Pit Bull Rescue has ownership of Pet. Southern California Pit Bull Rescue may recover Pet from Foster at any time during the foster period.

## 6. ADOPTION

- a. If Foster decides to permanently adopt the Pet, Foster shall notify Foster Coordinator and upon approval, shall follow established adoption procedures including signing an Adoption contract and paying the Pet's adoption fee.
- b. If Foster finds a permanent/adoptive home for the Pet, Foster shall notify Southern California Pit Bull Rescue and upon approval, shall follow established adoption procedures.

## 7. RELEASE OF LIABILITY

- a. Southern California Pit Bull Rescue makes no guarantees and/or promises regarding the Pet's disposition, temperament, and/or future health and personality.
- b. Foster agrees to foster Pet at Foster's own risk, and indemnify and release Southern California Pit Bull Rescue, its founder, board of directors, and volunteers of any and all liability arising from damages to person(s) or property caused by the Pet.

\_\_\_\_\_ (initial RELEASE OF LIABILITY) I am taking possession of Dog at my own risk and I release Rescue, its officers, directors, members, employees, representatives, agents or assigns from any and all liability arising out of possession of Dog.

- \_\_\_\_\_ (initial RELEASE OF LIABILITY) I acknowledge that Rescue may not be held liable should Dog bite or injure a person or another animal while in my possession. I accept full liability for the Dog while in my care, recognizing the potential issues that may arise with any animal
- c. In the event the Foster does not comply with the terms of this Contract, at the reasonable discretion of Southern California Pit Bull Rescue, Southern California Pit Bull Rescue may recover the pet. Promptly upon demand by Southern California Pit Bull Rescue, the Foster shall relinquish Pet to Southern California Pit Bull Rescue.

## 8. FOSTER HOMEOWNERS AND/OR RENTERS INSURANCE REQUIREMENTS

- a. Every Foster for Southern California Pit Bull Rescue is required to have the dog in their care covered on either their Homeowners and/or renters Insurance Policy. The Foster must provide proof the dog is covered under their policy to Southern California Pit Bull Rescue within (5) consecutive days after their dog is assigned to them.
- b. Southern California Pit Bull Rescue will deem you unfit to Foster, if Foster fails to comply.

## 9. 30 DAY RELOCATION WAITING PERIOD AND/OR OF BOARDING IS REQUIRED DUE TO AN UNFIT FOSTER DOG

If you feel the dog is not a good fit in your home. You agree to give Southern California Pit Bull Rescue, 30 days to find a new home for the dog. If a foster is not available or found within the time period. You will be required to place the dog into a boarding facility relieving Southern California Pit Bull Rescue of any debts incurred during the boarding period; you are solely/fully responsible financially until a new foster is located.

\_\_\_\_\_ Initial (Acknowledgement of ITEMS 8. And 9.)

## 10. FOSTERING AND/OR ADOPTING THROUGH A RESCUE THAT IS NOT SOUTHERN CALIFORNIA PIT BULL RESCUE

- a. To ensure the safety of Southern California Pit Bull Rescues dogs. You may not foster nor adopt a new rescue into your home through another rescue or individually.
- b. You may not work with any other rescues to foster/adopt until that said dog OWNED by Southern California Pit Bull Rescue is adopted out and the agreement is met.
- c. You may not enter into any other contractual agreement to adopt a dog from any other facility that includes a rescue, Shelter, individual person(s) that is not Southern California Pit Bull Rescue and/or personally defining as personally by bringing in any animal in which is NOT listed on your foster application in which was not approved by Southern California Pit Bull Rescue when agreement was signed and approved by both you and the founder/owner Mark Rulon.

\_\_\_\_\_ Initial (Acknowledgement of ITEM 10. FOSTERING AND/OR ADOPTING THROUGH A RESCUE THAT IS NOT SOUTHERN CALIFORNIA PIT BULL RESCUE)

## 11. BREACH OF CONTRACT

A **breach** of contract is considered to have occurred when one party has acted in a manner inconsistent with this agreement. If a breach of contract was to occur, the breaching party may not sue or take any legal action against the non-breaching party. **If either** Party directly incurs any costs or expenses or any other liabilities or suffers any loss due to breach of this Agreement by the other Party, the breaching party shall indemnify the said Party against such costs, expenses, liabilities, and losses, including any paid, payable or past BALANCES. This Agreement constitutes the entire agreement between the parties with respect to the matters set forth in this Agreement and supersedes and renders of no force and effect all prior oral or written agreements, commitments, and understandings between the parties with respect to the matters set forth in this Agreement. Except as otherwise expressly provided in this Agreement, no amendment, modification, or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties to this Agreement.

\_\_\_\_\_ Initial (Acknowledgement of ITEM 11. BREACH OF CONTRACT)

## 12. DOG PARKS, DOG BEACHES, AND/OR DOGGIE DAYCARES PROHIBITED

Under no Circumstance are you to bring your foster dog to a Dog Park, Dog beach, and/or doggie daycare. Socializing a rescue dog that has not been fully evaluated and properly introduced to a new life is prohibited. We at Southern California Pit Bull Rescue take this very seriously. We take in severely abused and/or neglected dogs. You are fully liable for failing to comply with this policy. We do not have control over a dog that attacks another dog underneath the fosters negligence. These are rescue dogs and although they may seem okay with your dogs, they may be of great danger to other dogs. You are taking in a rescue dog, and you are obligated to do your due diligence on how to care for your rescue dog.

Southern California Pit Bull Rescue owns your foster dog, and our policies are to provide safety to our dogs as well as the Foster. If you fail to comply with this policy. You are risking the lives of other dogs, yourself, and OUR foster dog. Dog fights or human attacks could result in the Euthanization of one of Southern California Pit Bull Rescues dogs. You will be completely liable for any invoices incurred if you do not comply to this policy. You will be fully responsible for the invoicing if ever you fail to comply, and it results in Southern California Pit Bull Rescues dog to be Euthanized. We take our dogs very seriously; we love our dogs and we do not take this policy lightly.

Please respect the rescue and all our hard work to provide these dogs great lives by keeping our dog(s) safe. We trust you with our dog(s) lives and our dogs deserve a chance. They are not to be treated like your personal pets as they are undergoing critical evaluation of their behaviors. Our dog(s) depend on you, they trust you, and most of all we are trusting you.

\_\_\_\_\_ Initial (Acknowledgement of ITEM 12. DOG PARKS, DOG BEACHES, AND/OR DOGGIE DAYCARES PROHIBITED)

**The Foster hereby acknowledges that they have read this Agreement/binding Contract supplied by Southern California Pit Bull Rescue in its entirety and Agrees to its Terms, Conditions, and Policies. Therefore, acknowledges their responsibilities to Southern California Pit Bull Rescue and that/said Foster dog and/or dog(s) under their care.**

Foster Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Southern California Pit Bull Rescue Officer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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