

Casa del Toro Authorized Foster Home Agreement

This Agreement entered into on DATE is between Casa del Toro Pit Bull Rescue, Inc. (hereinafter, "C.D.T.") and FOSTER of CITY, STATE (hereinafter, "Foster"). The parties to this Agreement acknowledge that adequate consideration for this Agreement arises from the mutuality of obligation expressed herein.

WHEREAS:

- C.D.T. generally rescues and adopts dogs, accepts certain dogs for authorized foster care, which dogs are approved through the policies and procedures of C.D.T.; and
- Foster homes provide daily care, socialization, training and rehabilitation of these dogs; and
- Foster homes wish to foster dog, which was rescued by C.D.T., and Foster is doing so by exercise of Foster's own free will, and is volunteering time and talents to help a homeless dog; and
- Foster is of sound mind further affirmatively represents that neither Foster or any other person living in Foster's household have been convicted of domestic, child or animal abuse; and
- C.D.T. wishes to accept Foster's offer to foster, and
- All dogs that are subject to this Agreement shall remain the property of C.D.T. until the adoption process is completed; and
- From time to time, at the sole discretion of C.D.T., a dog will be fostered temporarily to a potential adopting family to allow C.D.T. to ascertain whether that dog is a good match for the inquiring home, during which time the fostering family will enter the foster program and, if deemed appropriate by C.D.T., graduate to final adoption (hereinafter, "Foster-to-Adopt").

NOW THEN, in consideration of, and subject to, the foregoing recitations and subsequent covenants, C.D.T. and Foster agree that, C.D.T. shall give physical custody and Foster shall, under Foster's own free will, accept FOSTER DOG hereinafter, "Foster Dog") into Foster's home for the purpose of assisting C.D.T in Foster Dog's socialization and rehabilitation.

If, Foster-to-adopt, Foster agrees to foster the Foster Dog from the date of this agreement until DATE, after which time, if C.D.T. and Foster agree to proceed with adoption, such adoption will be completed no later than DATE.

Foster hereby agrees to:

- Abide by all foster care regulations of C.D.T.
- Comply with all State and local Animal Control statutes, laws and ordinances; including wearing a properly fitted collar with current Indiana Rabies Vaccination and Identification tag.
- Foster the Foster dog for at least eight months, except if Foster is Foster-to-Adopt, as described above.

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- Keep Foster Dog in Foster’s home, and not allow others to foster, house or otherwise care for Foster Dogs.
- Provide safe daily care and attention to Foster Dog, and that Foster Dog will be created and rotated as provided by Foster Dog’s care instructions.
- Prohibit Foster Dogs from being left unattended or ‘free roaming’ with other dogs and will keep Foster Dogs LEASHED AT ALL TIMES, when in public.
- NOT perform dog-to-dog introductions without the consent of C.D.T. If Foster Dog is going into a multi-dog household, C.D.T. will perform introductions to ensure a good fit.
- NOT take Foster Dog to off-leash dog parks.
- Make arrangements through C.D.T. if boarding needs arise for Foster Dog. C.D.T. will provide Foster with an approved list of vendors.
- Foster Dog will not be housed outdoors.
- Foster Dog will not be tethered.
- Foster Dog may not be used in or for animal fighting contests, including, but not limited to “rolling”, “game testing” or “agitating” Foster Dog. **NOTE AND WARNING:** These activities are felonies and WILL be prosecuted to the fullest extent of the law.
- Provide humane treatment including, but not limited to, indoor shelter, clean water and healthy, adequate food.
- Feed Foster Dog two times per day if adult or three times per day if puppy. Foster will coordinate with C.D.T. to receive food allotment.
- Maintain a program of disease control and prevention, both for Foster Dog and for any and all other animals in custody of Foster.
- Submit to inspection by C.D.T. of Foster’s residence and will maintain operable fire extinguishers at Foster’s residents. Smoke detectors are recommended.
- Use approved procedures and paperwork for Foster Dog’s medical care. Foster will use medications, supplies and equipment provided by C.D.T. solely for Foster Dog. Any exceptions must be approved by a C.D.T. Officer or Board Member. Foster shall return, in good condition, (normal wear and tear excepted) all equipment and useable supplies provided by C.D.T. when no longer needed, or when requested by C.D.T.
- **ALL MEDICAL CARE THAT IS NOT PRE-APPROVED BY C.D.T. WILL NOT BE REIMBURSED.**
- Rehabilitate Foster Dog as needed.
- Actively present Foster Dog for adoption clean, free of disease and with current medical record.
- Participate in adoption events including but not limiting to delivering Foster Dog at a designated time and place for an adoption opportunity and accompanying Foster Dog at events whenever possible.
- Accept Foster Dog back into Foster’s care should Foster Dog be returned by adopter. In such instances, this Agreement shall automatically revert to its full force and effect without further

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executions or acknowledgement by either C.D.T. or Foster, upon C.D.T.'s delivery of Foster Dog to Foster.

- Contact C.D.T.'s Foster Coordinator (foster@cdtrescue.org) immediately should anything unusual occur, such as sickness, injury to, or loss of Foster Dog.
- Assist with a Petfinder page for Foster Dog and provide weekly updates (with pictures) on Foster Dog's progress via email to foster@cdtrescue.org.

C.D.T. hereby agrees and promises that:

- C.D.T. shall use its best efforts to provide Foster with an honest evaluation of Foster Dog; and
- C.D.T. shall provide Foster with all available information about Foster Dog and will further provide Foster all paperwork needed or Foster Dog's care; and
- C.D.T. shall provide Foster Dog with approved medical care, as approved by C.D.T.; and
- C.D.T. shall provide adoption opportunities for Foster Dog and will actively promote Foster Dog for adoption; and
- C.D.T. shall be responsible for all decisions made concerning Foster Dog.

Contacts:

C.D.T: Medical Care Coordinator: Leah Collins

Text messages to _____ (when texting please indicate with Foster Dog you have)

Email: mcc@cdtrescue.org

C.D.T Emergency Contact: Shawna Ping _____ or foster@cdtrescue.org

Foster:

Name: _____

Home Address: _____

Phone No: _____ Email: _____

Both C.D.T. and Foster agree to notify the other within 10 days of any change of address, phone number and/or email address.

Miscellaneous Provisions

No one can predict how an animal may react in a given situation. Therefore, Foster is strongly urged to exercise prudence and caution when introducing Foster Dog into any situation until the dog has become fully adjusted to its new environment and the Foster has had an opportunity to become familiar with Foster Dog's unique characteristics and personality.

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C.D.T. strongly recommends Foster Dog is not left unattended (or with no fewer than two people present) with other animals.

This Agreement shall be construed according to the laws of the State of Indiana.

In the event that any provision of this Agreement shall be held to be invalid by any court, the remaining provisions of this Agreement shall continue in full force and effect as if the provision(s) that was/were deemed invalid were absent from this Agreement.

Release of Liability and Indemnification

By signing below, Foster promises and agrees to be wholly and solely responsible for Foster Dog while fostering, including, but not limited to, responsibility for any and all conduct of Foster Dog. Further, Foster agrees to defend, protect, indemnify and save harmless Casa del Toro Pit Bull Rescue, its board of directors, representative or volunteers from any and all claims for damages, legal fees, medical or other expenses and any other type of manner of liability, including claims for contribution or indemnity, whether known or unknown, anticipated or unanticipated whether grounded in contract, tort or other theory of recovery, and which, in any manner arise(s) from or concern(s) the conduct of Foster Dog, or from Foster's possession, control, training, rehabilitation or care of Foster Dog.

I have read this agreement and understand its provision, I agree and understand that I am solely responsible to be certain that all persons living in my household comply with all provisions of this Agreement.

FOSTER - SIGNATURE

FOSTER - PRINT

C.D.T. REPRESENTATIVE – SIGNATURE

C.D.T. REPRESENTATIVE – PRINT

Initial Here: _____