

FOSTER CONTRACT

This agreement is made by and between:

PET OWNER: _____

Email Address: _____

Storm Impacted Address:

Street: _____

City, State, Zip _____

Phone (day): _____

Phone (evening): _____

Current Address:

Street: _____

City, State, Zip _____

and the following foster caregiver:

FOSTER CAREGIVER: _____

Email Address: _____

Street: _____

City, State Zip: _____

Phone (day): _____

Phone (evening): _____

Estimated Period of Fostering Need: _____

Whereas, Pet Owner has suffered a housing impact from Hurricane Sandy that impacts the ability to keep his or her pet at the time of this contract; and

Whereas, Foster Caregiver desires to provide a supportive, healthy and safe environment for each pet in his or her custody and care and assist Pet Owner and Pet to stay together as a family in the long term; and

Now therefore in consideration of the mutual promises and agreements set forth herein the parties agree as follows:

Foster Caregiver agrees to provide foster care for the following pet(s) pursuant to the terms and conditions set forth below:

Name of Pet(s): _____

Description of Pet(s): _____

Age of Pet(s): _____

Gender(s): _____

Is the Pet(s) spayed/neutered? _____

Foster Caregiver has been advised of the following special needs of the pet(s):

(Caregiver should insert any medical or behavioral information including but not limited to dietary needs, medications, whether the animal can be with other animals, children etc.)

Foster Caregiver understands that animals act differently in new environments and may exhibit behaviors not detailed above and experience medical needs attributable to the stress of moving to a new environment and agrees to take reasonable measures to accommodate any noted or exhibited medical or behavioral needs.

- Foster Caregiver agrees to provide foster care to Foster Pet for the Estimated Period of Fostering Need as specified above.

- Foster Caregiver agrees that he or she is temporarily fostering this animal for Pet Owner, and he or she does not have any right of ownership over Foster Pet. Foster Caregiver further agrees that Pet Owner's rights in and to Foster Pet are superior to his or hers, unless and until the Pet is considered abandoned pursuant to the terms of this Contract.

- Parties agree to communicate at least once a week. Foster Caregiver agrees to allow Pet Owner to visit as detailed below: (Specify frequency and place of visitation and any notice that must be given prior to visiting)

- Pet Owner agrees that failure to communicate with Foster Caregiver for a period of two weeks shall constitute abandonment of the Pet. If the Pet Owner has failed to communicate with the Foster Caregiver for the period of one month, Foster Caregiver may send Owner written notice of abandonment (via certified mail, return receipt requested) to both mailing addresses notifying Pet Owner that he/she has no less than 14 days from the date notice is mailed to retrieve the Pet. If Owner fails to retrieve the Pet by said date, the animal will be considered abandoned, Pet Owner will forfeit all rights in the Pet from that period forward, and all rights of ownership in the Pet will transfer automatically to Foster Caregiver.

- Parties have agreed that Pet Owner shall be responsible for, and shall reimburse Foster Caregiver in full for the cost of (circle as apply and initial)

Pet Food (up to \$___)

Grooming (up to \$___)

Other: _____

- Pet Owner and Foster Caregiver agree to coordinate veterinary care for the Pet, including payment, veterinarian of choice, and emergency care in accordance with this Contract. Foster Caregiver is not responsible for veterinary costs. Foster Caregiver will not arrange or pay for, or otherwise cause, routine medical procedures to the Foster Pet during the period covered by this agreement, without the express written consent of the Pet Owner, or his/her designate.

•Foster Caregiver will arrange for any emergency care necessary to stabilize the pets' medical condition in the event of illness or injury. This agreement shall serve as authorization for a veterinary provider to provide such emergency care. Pet Owner agrees to pay the cost of any such care in an amount not to exceed _____. (Insert limitation or insert no maximum amount). In the event that the pet should become so severely ill or injured that humane euthanasia is appropriate to eliminate or prevent suffering, and Foster Caregiver is unable to reach Pet Owner to authorize euthanasia in a timely fashion, Pet Owner hereby authorizes (initial one):

___ Foster Caregiver Or _____ (name of veterinary clinic)
to authorize humane euthanasia.

- If Foster Pet is not sterilized, Foster Caregiver will take all necessary precautions to prevent Foster Pet from either impregnating another animal or becoming impregnated
- Pet Owner and Foster Caregiver shall notify one another if either Party is planning to move at any time during the period covered by this agreement prior to the move and shall provide the other party with new contact information.
- Parties understand that because the provisions of this agreement are legally binding, any violation of this agreement could result in legal liabilities.
- Pet Owner agrees to pick up and take possession of the Foster Pet at or prior to the end of the estimated fostering period unless the parties extent this agreement in writing for an additional period.
- If at any point prior to the end of the estimated fostering term Foster Caregiver can no longer, or does not want to continue to, provide care, food, shelter for Foster Pet, he or she agrees to contact the Pet Owner, or his/her designate, and arrange for surrender and return of Foster Pet back to Pet Owner. In such event Foster Caregiver agrees to give Pet Owner (parties should insert agree period of notice) notice and Pet Owner agrees to pick up the Foster Pet prior to the expiration of the notice period (in no case should the notice period be less than 72 hours).
- Foster Caregiver will not transfer possession or custody of Foster Pet to any other person at any time, except for temporary, short-term possession for the purpose of vet care, grooming, travel, etc, as known and authorized by the Pet Owner. Specifically but not by way of limitation Foster Caregiver will not relinquish custody or possession of Foster Pet to any Rescue Organization, Shelter, or Animal Facility unless and until the Pet is considered abandoned pursuant to the terms of this Contract.
- Foster Caregiver agrees to contact the Pet Owner with any and all questions or concerns about Foster Pet and to immediately notify the Pet Owner if the Foster Pet becomes lost, injured, ill or is involved in any incident or situation which results in the intervention of animal control or other governmental authority.
- Foster Caregiver agrees to immediately return Foster Pet to Pet Owner, at the request of the Pet Owner, at any time and for any reason. Foster Caregiver agrees that this Foster Pet is unique and not fungible or replaceable by any other animal and understands that if Pet Owner is forced to seek legal recourse for the return of the Foster Pet, Pet Owner will seek to have this Agreement Specifically enforced by the courts. What that means is that the Pet Owner will seek return of Foster Pet not monetary damages. In the event Pet Owner is required to seek legal intervention to secure return of the Pet, Foster Caregiver shall be liable for attorneys' fees and court costs.

- In the event that Foster Caregiver violates the terms and conditions of this agreement and that violation results in the death of the Foster Pet or other inability to return the Foster Pet to the Pet Owner, the parties agree that damages for the loss of a pet are difficult to estimate with certainty and in such event the parties agree that there shall be liquidated damages in the amount of \$ 15,000 paid by Foster Caregiver to Pet Owner in addition to attorneys fees and costs of suit.

- Foster Caregiver agrees to provide care for the Pet in accordance with reasonable standards of pet care, as a volunteer care provider. In consideration of this service, Pet Owner waives and relinquishes all claims against Foster Caregiver for accidental injury, illness or death of the Pet except in cases of criminal misconduct or gross negligence on the part of Foster Caregiver. Pet Owner agrees to indemnify Foster Caregiver for any injury to third persons caused by the Pet while in Foster Caregiver’s custody.

- Foster Caregiver and Pet Owner agree to release, indemnify and hold harmless any and all organizations or entities in way associated with this Hurricane Sandy foster coordination effort, along with their officers, directors, agents, employees and volunteers, from any liability arising from or associated with this Foster Care Contract.

I acknowledge that I have read and agree to all the conditions listed above.

_____	_____	_____	_____
Pet Owner Signature	Date	Foster Caregiver Signature	Date
_____		_____	
Print name		Print Name	
_____	_____		
Witness Signature	Date		

Print name			

Additional contact information:

Given that communications may be difficult due to hurricane damage, the following are possible alternate points of contact for Pet Owner and Foster Caregiver. Persons listed below are not parties to the Foster Contract, nor are they to be considered in any notification or other provisions of the Foster Contract.

Pet Owner alternate contact information:

Name	Relationship to Pet Owner	Telephone Number	Email
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Foster Caregiver:

Name	Relationship to Foster Caregiver	Telephone Number	Email
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