

PUG RESCUE OF AUSTIN

FOSTER CARE CONTRACT

This Foster Care Contract (this "**Agreement**") is entered into on this _____ day of _____, 20____, between Pug Rescue of Austin, a Texas not-for-profit corporation ("**PRA**"), and _____ (the "**Foster**").

WHEREAS, PRA rescues abused, neglected, abandoned and unwanted pugs and pug mix dogs;

WHEREAS, PRA desires for its rescued dogs to be cared for in private foster homes until they are ready for permanent adoption;

WHEREAS, the Foster desires to provide a temporary foster home for one or more PRA dogs and agrees to abide by the conditions set forth in this Agreement with respect to such dogs;

NOW, THEREFORE, in consideration of the statements above and the parties' representations and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PRA and the Foster, intending to be legally bound, agree as follows:

1. **Agreement to Foster.** From time to time during the term of this Agreement, PRA may (but is not required to) request that the Foster provide a temporary foster home for one or more of its rescued dogs. The Foster is not required to accept a foster request, but if the Foster does accept a foster request, the Foster will provide a temporary foster home for the subject PRA dog or dogs (each, a "**Foster Dog**") in accordance with the terms and conditions of this Agreement.
2. **Ownership.** Each Foster Dog will at all times remain the property of PRA (unless PRA and the Foster subsequently enter into a written Adoption Contract with respect to a Foster Dog).
3. **Possession.** The Foster will assume possession of a Foster Dog at such time and place as may be mutually agreed by the parties. The Foster will maintain possession of a Foster Dog continuously at all times thereafter until the Foster Dog is returned to an authorized representative of PRA (except for the transfer of temporary possession to a responsible third party (for example, for boarding, grooming or veterinary care)). Without limiting the generality of the preceding sentence, the Foster will not (a) sell or give away a Foster Dog, (b) abandon a Foster Dog, (c) surrender a Foster Dog to any humane society, rescue organization or research facility or (d) allow any person not designated by PRA to have indefinite possession of a Foster Dog. If, for any reason, the Foster involuntarily loses possession of a Foster Dog (including, for example, if the Foster Dog is lost or stolen), the Foster will immediately notify PRA and will take all necessary action to immediately locate and resume possession of the Foster Dog.
4. **Surrender.** The Foster will surrender possession of a Foster Dog as soon as practicable following a request by PRA. If the Foster dies or, for any reason, becomes unable or unwilling to continue fostering a Foster Dog, the Foster (or the Foster's representative or estate) will immediately notify PRA and PRA will resume possession of the Foster Dog as soon as practicable thereafter. The parties will mutually agree on the time and place of a surrender of a Foster Dog (it being understood that the Foster will be responsible for transporting the Foster Dog to the Austin, Texas metropolitan area unless otherwise agreed by PRA). The Foster will surrender possession of a Foster Dog only to the PRA Foster Coordinator or an individual designated by the PRA Foster Coordinator.
5. **Foster Application.** The Foster has previously completed and delivered to PRA a foster application (the "**Application**"). The Foster represents and warrants to PRA that the information set forth in the Application is true and correct to the best knowledge of the Foster and that the Foster has not failed to disclose to PRA any material information that would reasonably be expected to adversely affect PRA's evaluation of the Application or the Foster. Without limiting the generality of the foregoing, the Foster represents and warrants that neither the Foster nor any member of the Foster's household has ever been convicted of an animal welfare law violation (such as neglect, cruelty, abandonment, etc.).

Initials: PRA _____ Foster _____

6. **Fees and Expenses.** The Foster will not be paid any fee or other compensation under this Agreement and will be responsible for the payment of all costs and expenses associated with the care of a Foster Dog, except that (a) PRA will reimburse the Foster for Qualified Medical Expenses and (b) PRA will provide the Foster with monthly heartworm preventative for each Foster Dog. **"Qualified Medical Expenses"** are expenses incurred for the benefit of a Foster Dog that are paid by the Foster to a licensed veterinarian, veterinary clinic or animal hospital and that are either (i) approved in advance by PRA or (ii) reasonably incurred in connection with a medical emergency. Qualified Medical Expenses will be reimbursed by PRA to the Foster promptly upon receipt by PRA of a written or e-mail request accompanied by an itemized invoice showing the expenses for which reimbursement is sought.
7. **Care of the Foster Dog.** At all times while fostering a Foster Dog, the Foster will provide for the safety, health, care and well-being of the Foster Dog. Without limiting the generality of the foregoing, the Foster agrees to perform, observe and satisfy each of the following conditions at all times:
- (a) **Abuse.** The Foster will not permit a Foster Dog to be abused in any manner (whether physically, mentally, emotionally or otherwise).
 - (b) **Safety.** The Foster will not permit a Foster Dog to be intentionally, recklessly or negligently harmed in any manner. A Foster Dog will not be exposed to excessive heat, cold or other inclement conditions. A Foster Dog will not be transported by any vehicle outside of its passenger compartment.
 - (c) **Medical Care.** The Foster will ensure that a Foster Dog receives all regular and necessary medical care from a licensed veterinarian, veterinary clinic or animal hospital, the expenses for which, if Qualified Medical Expenses, will be reimbursed by PRA as provided in Section 6 above. Upon the initial placement of a Foster Dog with the Foster, the Foster should verify that the Foster Dog has been tested for heartworms, has received and is current on all necessary vaccinations and has been spayed or neutered. If any such treatment has not been completed, the Foster will arrange for such treatment to be completed as soon as possible at a PRA-approved veterinary clinic. All routine and non-emergency veterinary care must be approved by the PRA Foster Coordinator or PRA Medical Coordinator prior to treatment. If emergency veterinary care is needed, the Foster Dog should be immediately taken to the nearest emergency veterinary facility and the PRA Foster Coordinator or PRA Medical Coordinator should be notified as soon as possible. The Foster will provide a Foster Dog, on a year-round basis, a heartworm preventative provided by PRA. The Foster will comply with all other reasonable requests of PRA with regard to medical care or dietary needs of a Foster Dog, including those specified in any "Special Needs Addendum" that may be attached to this Agreement.
 - (d) **Living Conditions.** A Foster Dog will be kept solely as a household pet living inside of a climate-controlled residential dwelling (which, for clarity, will exclude any patio, balcony, porch, garage, basement or attic area). A Foster Dog will be provided with adequate and nourishing food, daily fresh clean water, regular grooming, sanitary living conditions, exercise, affection, positive interaction and humane treatment.
 - (e) **Legal Compliance.** The Foster will comply with all applicable laws and ordinances with respect to a Foster Dog, including by causing the Foster Dog to be licensed or registered with each applicable governmental entity.
 - (f) **Identification.** A Foster Dog must wear a harness or collar with an attached PRA identification tag, microchip tag (if available) and rabies tag at all times, except when the Foster Dog is crated or if removal is recommended by a veterinarian. The Foster is also encouraged to attach a second identification tag with the Foster's current address and phone number.
 - (g) **Supervision.** The Foster Dog will not be left alone for any extended or unreasonable period of time. A Foster Dog will at all times when outside be subject to adequate supervision that is reasonable under the circumstances.

Initials: PRA _____ Foster _____

8. Updates and Notices. The Foster will provide PRA with periodic status reports regarding a Foster Dog noting any concerns or special needs of the Foster Dog, including any medical issues or issues with aggressive behavior, socialization with adults, children or other animals or housebreaking or crate training. The Foster will promptly notify the PRA Foster Coordinator of any change in the Foster's residential or mailing address, telephone number and email address. If no responsible adult will be present in the Foster's household for any period of 24 hours, the Foster will notify the PRA Foster Coordinator and cooperate with any alternative arrangements suggested by PRA for the proper care of a Foster Dog during such absence.
9. Inspection Rights. PRA will have the right to inspect a Foster Dog and any premises where the Foster Dog is kept for the purpose of determining the Foster's compliance with the terms of this Agreement. Such inspection rights will be exercised by PRA only with reasonable prior notice and at a time reasonably acceptable to both parties, unless PRA has a reasonable belief that there is an imminent risk to the health, safety or well-being of a Foster Dog.
10. Death of the Foster Dog. If a Foster Dog dies, the Foster will promptly notify the PRA Foster Coordinator. The Foster will not allow a Foster Dog to be euthanized without the prior approval of PRA.
11. Adoption. The Foster may apply to adopt a Foster Dog through PRA's standard adoption application and screening process. If approved, the Foster will be expected to pay the ordinary adoption fee for the Foster Dog without offset for any expenses previously incurred by the Foster for the Foster Dog.
12. Termination. This Agreement may be terminated by PRA or the Foster at any time by the giving of written or e-mail notice of termination, which termination will become effective upon the surrender of each Foster Dog to PRA as provided in Section 4 above.
13. Disclaimer of Warranties. **PRA DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, REGARDING A FOSTER DOG (INCLUDING WITH RESPECT TO THE AGE, HEALTH, CONDITION, LINEAGE, TRAINING, TEMPERAMENT OR BEHAVIOR OF THE FOSTER DOG), AND ALL SUCH REPRESENTATIONS, WARRANTIES AND GUARANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY PRA. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PRA SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO A FOSTER DOG, OR THE ABSENCE OF ANY DEFECTS IN THE FOSTER DOG. PRA IS NOT RESPONSIBLE FOR ANY INJURIES OR ILLNESS TO PEOPLE OR OTHER ANIMALS, OR FOR ANY PROPERTY LOSS OR DAMAGE, CAUSED BY A FOSTER DOG.**
14. Waiver and Release. Effective as of the date of this Agreement, and in consideration of PRA's willingness and agreement to allow the Foster to foster a Foster Dog pursuant to this Agreement, **THE FOSTER FOREVER WAIVES, RELEASES AND DISCHARGES PRA** and its directors, officers, volunteers and representatives (and their respective successors, heirs and personal representatives) (collectively, the "**Released Parties**") of and from any and all causes of actions, suits, debts, obligations, liabilities, proceedings, orders, damages, judgments, claims, rights, demands and remedies of any nature, whether known or unknown, foreseeable or unforeseeable, liquidated or unliquidated, or insured or uninsured that the Foster (or any person claiming by or through the Foster) has, has ever had or may hereafter have against any of the Released Parties arising out of or relating to a Foster Dog.
15. Other Legal Terms.
 - (a) Entire Agreement. This Agreement (together with the Application) sets forth the entire and final agreement and understanding of the parties and contains all of the agreements made between the parties with respect to a Foster Dog. This Agreement supersedes any and all other prior written agreements, and any and all prior or contemporaneous oral agreements between the parties with respect to a Foster Dog.

Initials: PRA _____ Foster _____

(b) Governing Law. This Agreement will be governed by, and construed in accordance with, the

domestic laws of the State of Texas, without giving effect to any choice of law or conflict of law provision or rule.

- (c) Venue: Service of Process. The parties irrevocably submit to the exclusive jurisdiction of any federal or state court sitting in Travis County, Texas, for the purposes of any suit, action or other proceeding arising out of this Agreement, and waive all objections to venue in such courts (including that any such court may be an inconvenient forum). Each party agrees that service of any process, summons, notice or document may be made by U.S. certified or registered mail to such party's address set forth on the signature page to this Agreement (as such address may be updated by such party from time to time).
- (d) Severability. If any provision of this Agreement (or portion thereof) is held to be invalid, void or unenforceable by any court of competent jurisdiction, the parties agree that such court will have the authority to modify such provision to give effect to the original written intent of the parties to the greatest extent consistent with being valid and enforceable under applicable law. If any such provision (or portion thereof) cannot be so modified, it may be severed from this Agreement and, in such case, the remaining provisions of this Agreement will remain in full force and effect.
- (e) Amendments and Waivers. No amendment or waiver of any provision of this Agreement will be valid unless it is in writing and signed by each of the parties.
- (f) Assignment. The Foster may not assign or delegate any of the Foster's duties or obligations under this Agreement.
- (g) Construction. In the event an ambiguity or question of intent or interpretation arises, the parties intend that this Agreement be construed as if drafted jointly by the parties and that no presumptions or burdens of proof arise favoring any party by virtue of the authorship of any of the provisions of this Agreement. The parties intend that each provision and agreement contained in this Agreement have independent significance.
- (h) Counterparts. This Agreement may be executed in multiple counterparts (including by exchange of signature pages transmitted by facsimile or other electronic means), each of which will be deemed an original but all of which, when together, will constitute one and the same instrument.

{Remainder of Page Left Blank; Signature Page Follows}

Initials: PRA _____ Foster _____

IN WITNESS WHEREOF, this Foster Care Agreement has been executed by the parties as of the date first written above.

PUG RESCUE OF AUSTIN:

Signature: _____, Authorized Representative

Name Printed: _____

Address: _____

City: _____ State: _____ Zip: _____

FOSTER:

I HAVE READ THIS AGREEMENT FULLY AND CAREFULLY. I COMPLETELY UNDERSTAND ITS CONTENT AND SIGN IT VOLUNTARILY AND OF MY OWN FREE WILL. I HAVE HAD AN OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE WITH RESPECT TO THIS AGREEMENT AND ITS TERMS.

Signature: _____

Name Printed: _____

Residential Address: _____

City: _____ State: _____ Zip: _____

Mailing Address (if different): _____

Home Phone: _____ Cell Phone: _____ Email: _____

Initials: PRA _____ Foster _____
