

Foster Care Agreement Between Shelter and Foster Caregiver

The Humane Society of the United States (HSUS) provides this form as a sample. If you plan to use this sample form, The HSUS strongly suggests that you review it carefully and have it reviewed by your attorney before using it.

This agreement made this _____ day of _____, 200__ by and between _____ (hereinafter called "Foster Caregiver"), and _____ (hereinafter called "Shelter").

Certain animal owners in the _____ area have been activated for military service; and said owners can no longer care for their animals and desire to place them with the Shelter and for the Shelter to try to find foster homes which will adequately care for said animals.

Foster Caregiver acknowledges that he or she is not becoming the owner of any of said animals, but is only willing to provide humane care for any such animal until its owner returns to the _____ area.

In consideration of the premises and the covenants herein contained, it is agreed between the Shelter and Foster Caregiver as follows:

1. The Shelter delivers to Foster Caregiver and Foster Caregiver hereby accepts from the Shelter a certain animal described below and Foster Caregiver agrees to humanely take care of said animal until the owner returns to the _____ area and reclaims said animal, but in no event shall Foster Caregiver become obligated or have any right to keep said animal for longer than twelve (12) months from _____. Foster Caregiver agrees that upon the return to the _____ area and the reclaim of said animal by its owner, Foster Caregiver will immediately, peaceably, and voluntarily deliver said animal to the Shelter upon request, and will make no claim of ownership, title, right, or interest in and to said animal.

Animal Name: _____

Species: _____

Breed: _____

Male: _____ Neutered? Yes No

Female: _____ Spayed? Yes No

Description (color, special markings, etc.):

2. Foster Caregiver agrees to let the Shelter inspect Foster Caregiver's premises where the animal is being kept at any time to ascertain and satisfy itself or the animal's owner that the animal is well cared for. Foster Caregiver agrees to keep a collar and identification tag on the animal at all times.

3. Foster Caregiver agrees not to alter in any way the appearance of the animal being fostered without written permission of the Shelter. This includes declawing and cropping of ears or tails.
4. Foster Caregiver agrees to provide adequate food, water, shelter, and kind treatment for said animal at all times. In addition, Foster Caregiver must adhere to all state and local animal laws. Foster Caregiver agrees to follow all additional written instructions from the owner and/or Shelter.
5. Foster Caregiver agrees to notify Shelter as to any behavioral or health problems of the animal. The Shelter reserves the exclusive right to determine the proper course of action to take upon such notification.
6. Foster Caregiver will notify Shelter in the event any change occurs in the address or telephone number listed below. Foster Caregiver understands and acknowledges that he/she does not have any right or authority to keep the foster animal or place foster animal in other homes or place with other individuals unless permission is given in writing by the Shelter.
7. Foster Caregiver is undertaking these obligations with no claim, now or in the future, to any type of compensation or reimbursement for caring for said animal, and the further consideration for undertaking this obligation and caring for said animal is that Foster Caregiver is receiving satisfaction and enjoyment from undertaking this obligation of his or her own free will and because he or she wants to do so and derives satisfaction from doing so.
8. Foster Caregiver agrees that accidental animal bites or other injuries to humans and other animals do occur, and agrees to hold harmless and indemnify, and protect the Shelter, from any claim or suit filed by anyone as a result of such an incident. In addition, the Shelter will not be responsible if animal should damage or destroy property belonging to Foster Caregiver, or shall transfer any disease or internal or external parasites to other animals belonging to Foster Caregiver.
9. If the owner does not reclaim the animal, and Foster Caregiver wishes to adopt said animal, Foster Caregiver must go through the Shelter adoption program screening process. The Shelter reserves the right to determine final disposition of the animal.
10. This Agreement is the entire agreement of the parties, and there are no oral promises or representations made in addition to this contract and it may only be changed in a writing signed by both the Shelter and Foster Caregiver.

Shelter Name

Foster Caregiver

Shelter Representative

Address

Date

City, State, Zip Code

Phone Number