

Foster Care Agreement Between Shelter and Pet Owner in the Military

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 "Owner"), and _____ (hereinafter called "the Shelter").

Owner is the owner of the animal described below:

Animal Name: _____

Species: _____ Breed: _____

Male: _____ Neutered? Yes No

Female: _____ Spayed? Yes No

Description (color, special markings, etc.):

Owner is or will soon be actively serving in the United States Armed Forces; and Owner desires the Shelter to hold said animal for Owner in Owner's absence in the United States Armed Forces and to place said animal in a foster home until his return from serving.

Owner recognizes that neither the Shelter nor any potential foster home can hold said animal for Owner for an indefinite period of time.

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

1. Owner hereby delivers to and deposits with the Shelter said animal.
2. The Shelter will hold said animal and provide care while trying to obtain a foster home with suitable people which the Shelter believes will satisfactorily take care of the animal. If the Shelter is unable to find a suitable foster home within ninety (90) days of this Agreement, Owner

agrees that if he has not provided other written instructions to the Shelter by the end of said ninety (90) day period, then at that time Owner relinquishes any claim, right, title, or interest in said animal, and at that time the Shelter shall become the owner of said animal and may exercise complete discretion as to what to do with the animal.

3. While the Shelter will attempt to foster said animal, there is no guarantee the animal can be fostered. All animals will be evaluated for health and temperament. Aggressive animals that pose a threat to foster caretaker or Shelter will not be fostered and may be euthanized by the Shelter. The Owner's signature on this agreement indicates understanding of this policy.
4. To prevent the unwanted births of puppies and kittens and reduce the pet overpopulation problem, any animal being fostered by the Shelter must be spayed or neutered. If said animal enters the program unsterilized, the Shelter has permission to spay or neuter said animal unless certified in writing by a veterinarian to be too old or sick to undergo spay or neuter surgery.
5. Upon the Owner's return to the _____ area, the Shelter will contact the foster home and tell them to return the animal to Owner, which will be accomplished as soon as is practicable.
6. Due to the unknown duration of duty, and the need of the Shelter and any possible foster home to know when the foster arrangement will be concluded, Owner agrees that the Shelter and any foster home will not be responsible for keeping the animal any longer than twelve (12) months from the date of this Agreement; further if Owner does not return to the _____ area and accept return of the animal within said twelve (12) month period or if Owner states in writing to the Shelter that he no longer desires return of said animal, then Owner relinquishes any claim, right, title, or interest in said animal, and at that time the Shelter becomes the owner of the animal and the Shelter may exercise complete discretion as to what to do with the animal.
7. Owner may extend the twelve (12) month period stated above if Owner gives written notice to the Shelter at least thirty (30) days before the end of said twelve (12) month period that he wants to extend for up to an additional (12) months the duration of his foster care agreement. If Owner does so, then this Agreement will continue for the additional time which Owner requests in writing up to but no longer than an additional twelve (12) months.
8. The Shelter will provide the best care possible for the animal during the safekeeping period but notes there are inherent dangers and risks when

dealing with any animal, including but not limited to changes in the animal's behavior or health, weight changes, contraction of a contagious disease, or loss or death of the animal. Accordingly, the Owner hereby absolutely and unconditionally releases and discharges the Shelter, including its employees, successors, assigns, directors, officers, or agents from and against any and all claims, obligations, and liabilities of every nature and kind whatsoever relating to or arising from safekeeping his/her animal. In addition, if said animal bites or injures any human or other animal, Owner will hold harmless and indemnify, and protect the Shelter, from any claim or suit filed by anyone as a result of such an incident.

9. The Shelter reserves the right to seek veterinary care without approval by the Owner. The Owner acknowledges that should medical care and attention for the animal be warranted, the Shelter may provide only the minimum care to comfort and stabilize the animal. The Shelter reserves the right to euthanize any animal in its care should a veterinarian deem the animal's health to be so impaired that to sustain the animal would be inhumane.

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 Owner.

Shelter Name

Owner

Shelter Representative

Address

Date

City, State, Zip Code

Phone Number