



Rescue PAC
Rescuepac.com
Rescuepactx@gmail.com

Dog Foster Contract

Name (First/ Middle/ Last):

DOB:

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Home Address:

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Phone Number:

Email Address:

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Animals In Home: (Names, Breed/Species, Age, Indicate if Neutered or Spayed)

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Contract

This Foster Contract ("Contract") is made effective on the Effective Date indicated below, by and between Rescue PAC, a Texas non-profit corporation ("RescuePAC") and (the "Foster") as indicated in the name field above. RescuePAC and Foster are individually a "Party" and collectively the "Parties" to this Contract. Foster has agreed to foster and care for the pet described below (the "Pet"), and RescuePAC has agreed to release such Pet to Foster, subject to and in accordance with the following terms and conditions:

I, _____, Agree and Accept on _____ (Date)

Pet Information

Pet Name:

Pet Gender:

Pet Color:

Approx. Age:

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Pet Physical Description:

Date Entered into Foster Care:

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Care of Pet

The Foster hereby expressly agrees to, and shall strictly comply with, the following terms, conditions and obligations relating to the care of the Pet:

FOSTER SHALL ACCEPT AND CONSIDER THE PET AS A HOUSEHOLD COMPANION, NOT AS AN OUTSIDE PET, AND WILL PROVIDE THE PET WITH A SAFE ENVIRONMENT, HUMANE TREATMENT AND PROVIDE PROPER FOOD, FRESH WATER, SHELTER AND EXERCISE.

FOSTER SHALL NOT ABUSE OR NEGLECT THE PET AND UNDER NO CIRCUMSTANCES WILL PHYSICALLY PUNISH THE PET. THE PET WILL NOT BE CHAINED AT ANY TIME, NOR WILL IT BE PERMITTED OFF THE PROPERTY OF THE FOSTER UNLESS ACCOMPANIED BY AN INDIVIDUAL APPROVED BY RESCUE PAC.

PET SHALL BE ALLOWED TO SLEEP INDOORS AND PROTECTED FROM THE ELEMENTS OR ADVERSE CONDITIONS, PET SHALL NOT BE KEPT OUTSIDE OR IN A YARD. THE PET SHALL NOT BE ALLOWED TO ROAM FREE OR UNSUPERVISED OUTSIDE.

FOSTER WILL NOT PERMIT THE PET TO RUN AT LARGE OR BECOME A PUBLIC NUISANCE. FOSTER WILL KEEP MEANS OF IDENTIFICATION ON THE PET AT ALL TIMES. IN THE EVENT THAT THE PET BECOMES LOST, FOSTER SHALL MAKE IMMEDIATE AND SERIOUS EFFORTS TO LOCATE AND CLAIM THE PET. FOSTER WILL RETRIEVE THE PET FROM ANY POUND OR SHELTER IF NOTIFIED THE PET IS BEING HELD AT ANY SUCH LOCATION. FOSTER WILL ALSO NOTIFY RESCUE PAC IN THE EVENT THE PET GOES MISSING.

FOSTER SHALL NOT UNDER ANY CIRCUMSTANCES GIVE UP OR SELL THE PET FOR ANY MEDICAL OR EXPERIMENTAL LABORATORY OR ANY ORGANIZATION.

FOSTER SHALL NOT ALTER THE PET'S APPEARANCE IN ANY WAY, SHAPE OR FROM (E.G. CROPPING, DOCKING).

FOSTER PERMITS RESCUE PAC TO VISIT AT REASONABLE CONVENIENT TIMES TO CHECK ON THE WELL BEING OF THE PET.

FOSTER CONSENTS TO THE EXAMINATION OF THE PET BY RESCUE PAC AT ANY TIME AND ACKNOWLEDGES THAT RESCUE PAC HAS THE RIGHT TO RECLAIM THIS PET, IN RESCUE PAC'S SOLE AND ABSOLUTE DISCRETION, AT ANY TIME FOR FAILURE TO COMPLY WITH THE TERMS OF THIS CONTRACT OR FOR ANY MISREPRESENTATION OF FACT MADE ON THE ADOPTION/FOSTER APPLICATION OR IN THIS CONTRACT.

FOSTER REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED TO RESCUE PAC AND/OR MEMORIALIZED IN THIS CONTRACT IS CORRECT, COMPLETE AND ACCURATE.

THE FOSTER HOME UNDERSTANDS AND AGREES TO ADHERE TO ALL RELEVANT ZONING AND ANIMAL CONTROL CODES AND ORDINANCES, WHETHER LOCAL, COUNTY OR STATE.

I, _____, Agree and Accept on _____ (Date)

Rescue PAC will be Foster's source of contact and Foster agrees to communicate to its designated Rescue PAC representative in the care and fostering of the Pet.

Appointments

Foster shall coordinate and schedule all medical, veterinary, and training appointments for the Pet through the RescuePAC, and Foster shall be responsible for transporting the Pet to and from all such appointments. If Pet is not spayed or neutered as of the Foster Date, Foster must arrange, through RescuePAC, to have the Pet spayed or neutered at one of Rescue PAC's approved veterinary partners. Foster shall not breed Pet. Foster shall immediately notify RescuePAC the event of the Pet's injury, illness, or death during the foster care period.

Food & Supplies

RescuePAC will provide Foster with food and/or supplies necessary for the care of the Pet during the term of the foster care; provided, however, Foster shall notify RescuePAC in advance regarding any expected supplies or food needed for the care of the dog. If Foster voluntarily chooses to purchase food, supplies, or other items relating to the care of the Pet, with his or her own money, Foster should save the receipt as these expenses are tax deductible. Purchases made voluntarily by Foster are not reimbursed by RescuePAC.

Marketing and Promotion

RescuePAC markets pets available for adoption through events, social media, our website and online adoption sites. Foster is responsible and expected to assist in marketing the Pet for permanent adoption including but not limited to word of mouth, bringing the Pet to adoption events, and/or by providing photos and a good description of Pet for RescuePAC marketing materials.

Foster Period

Foster understands and agrees that it is not possible to accurately estimate the amount of time required to adopt a pet, and that the foster period could take weeks or months. Notwithstanding the foregoing, Foster agrees and is committed to foster the Pet for as long as is necessary. If Foster can no longer care for the Pet, Foster shall notify RescuePAC and make every effort to find a suitable foster or adoptive home for the Pet. However, the Foster understands that it may take time to find the Pet a sufficient replacement foster or permanent adopter for its needs. Foster understands that during the foster period, RescuePAC has ownership of Pet and that RescuePAC may recover the Pet from Foster at any time during the foster period, in RescuePAC's sole and absolute discretion.

Option to Adopt

If Foster decides to permanently adopt the Pet, Foster shall notify RescuePAC and upon approval, shall follow established adoption procedures including signing an Adoption Contract and paying the Pet's adoption fee. If Foster finds a permanent/adoptive home for the Pet, Foster shall notify RescuePAC and upon approval, shall follow established adoption procedures.

Assumption of Risk; Release; Indemnity

Foster acknowledges that, due to the unpredictable nature of animals, there are certain inherent risks and dangers associated with the care and custody of the Pet, including but not limited to risks of injury to persons or property. Foster voluntarily agrees to assume full responsibility for all such risks and waives and releases, RescuePAC and its owners, directors, volunteers, employees, and representatives from any and all claims, losses, liabilities, injury, or damages of any kind or nature whatsoever arising from or relating to the foster and care of the Pet, including but not limited to claims of bodily injury or property damage sustained by Foster or others. Foster also agrees to be solely responsible for any actions of the Pet and agrees to indemnify and hold harmless RescuePAC and its owners, volunteers, employees, and representatives from any liabilities, injuries or losses caused by the Pet or any causes of actions, claims, suits or demands that arise from such injury, damages or losses.

No Warranty

Foster acknowledges, understands, and agrees that RescuePAC makes no guarantees, promises, representations, or warranties whatsoever, express or implied, written or unwritten, regarding the Pet's disposition, temperament, and/or current or future health and personality. The Foster agrees to take the Pet as is and with any and all faults.

Entire Agreement; Severability; Amendments; Waiver

This Contract constitutes the entire agreement between the Parties hereto concerning the matters covered herein and supersedes all prior agreements and/or understandings, between the Parties, whether written or oral, concerning the matters covered herein; and there are no understandings, agreements, representations or warranties, express or implied, which are not specified in writing and signed by the Parties hereto. In the event that any of the terms of this Contract are or become illegal or unenforceable, such terms shall be null and void and shall be deemed deleted from this Contract and all the remaining terms of this Contract shall remain in full force and effect. The Parties may only amend this Contract in a writing signed by the Parties. No waiver of any provision of this Contract, nor consent to any departure by either Party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Party to be charged with the waiver or consent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Governing Law; Venue; Disputes

The enforcement and interpretation of this Contract shall be governed by the laws of the State of Texas. Any and all disputes arising under or related to this Contract which cannot be resolved through discussions between the Parties shall be submitted to binding arbitration, by a single arbitrator through any arbitration provider mutually agreed upon by the Parties. The arbitrator shall be selected by mutual agreement of the Parties. The decision of the arbitrator shall be final, non appealable and binding upon the Parties, and it may be entered in any court of competent jurisdiction. The arbitrator shall be bound by the laws of the State of Texas. In the event that Rescue PAC is required to commence an arbitration concerning this Contract, Rescue PAC shall be entitled to recover its attorneys' fees, witness fees, costs and expenses, court costs and other reasonable expenses, whether or not such controversy, claim or action is prosecuted to final award or judgment.

Future Fosters

This Contract is valid and binding and shall govern all current and future pets under Foster's care on behalf of RescuePAC.

I, _____, Agree and Accept on _____ (Date)

THE UNDERSIGNED PARTIES HEREBY CERTIFY THAT THEY HAVE READ THIS ENTIRE CONTRACT AND FULLY UNDERSTAND ALL THE TERMS AND CONSEQUENCES OF THIS CONTRACT AND, BASED UPON SUCH, EXECUTE IT.

BY SIGNING, I ACKNOWLEDGE I HAVE FULLY REVIEWED AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF RESCUE PAC'S FOSTER CONTRACT.

I, _____(Foster), Agree and Accept on _____(Date)

I, _____(Rescue PAC Rep), Agree and Accept on _____(Date)