

## **FOSTER CARE AGREEMENT**

This Foster Care Agreement, (the "Agreement"), is effective as of \_\_\_\_\_ by and between \_\_\_\_\_, residing at \_\_\_\_\_, (the "Foster Care Provider") and Mr. Mo Project Senior Dog Rescue, Inc., a New York State not-for-profit corporation, (the "Mr. Mo Project").

WHEREAS, the Mr. Mo Project is dedicated to removing senior dogs from animal shelters and placing the dogs in foster homes for the remainder of their natural lives; and

WHEREAS, \_\_\_\_\_, (the "Dog"), is a dog who has been or will be removed from a shelter by Mr. Mo Project who is in need of a foster home; and

WHEREAS, the Foster Care Provider wishes to provide foster care to the Dog subject to the terms and conditions set forth herein; and

WHEREAS, the Mr. Mo Project wishes for the Foster Care Provider to provide foster care to the Dog subject to the terms and conditions set forth herein;

NOW, therefore, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties agree as follows:

### **I. Foster Care.**

- a. Except as otherwise provided herein, the Foster Care Provider agrees to be solely responsible for providing day to day maintenance and care of the Dog's health subject to the Foster Care Terms, (the "Terms") attached hereto and incorporated herein by reference. Mr. Mo Project may change these Terms in its sole discretion upon ten (10) days' notice to the Foster Care Provider. The Foster Care Provider expressly agrees to be bound by the Terms, including any future revisions thereto, subject to the Foster Care Provider's right to terminate this Agreement.
- b. The Foster Care provider agrees not to transfer possession or custody of the Dog to any other person at any other time, except for temporary, short-term possession for the purposes of veterinary care, grooming, etc.
- c. The Foster Care Provider expressly states and agrees that the Foster Care Provider is volunteering his or her time and is not an employee or agent of the Mr. Mo Project.

### **II. Veterinary Care.**

- a. Except in cases of emergency, the veterinarian providing medical care to the Dog must be approved by the Mr. Mo Project. If the Foster Care Provider elects to use a veterinarian not approved by the Mr. Mo Project, the Foster Care Provider will be responsible for paying for any care so provided.
- b. The Foster Care Provider shall provide competent medical care to the Dog and transportation to and from veterinary care appointments.
- c. All medical decisions regarding the Dog shall be made by agreement between the Foster Care Provider, the Mr. Mo Project and the Dog's veterinarian. In the case that the parties cannot agree, the determination of the Mr. Mo Project shall be final.
- d. Subject to the terms herein, the Mr. Mo Project will pay all reasonable medical expenses of the Dog, including medicine, prescription food, diagnostic testing and routine care appointments.
- e. Except in the case of an emergency representing a serious risk to the Dog's health and well-being, all veterinary expenses shall be pre-approved by the Mr. Mo Project. If the Foster Care Provider fails to obtain prior approval for medical

expenses, the Foster Care Provider may be financially responsible for said expenses.

III. **Liability.**

- a. The Mr. Mo Project does not warrant the health, temperament or behavior of the Dog and is not liable for any acts of the Dog while he or she resides with the Foster Care Provider.
- b. The Foster Care Provider shall not be liable to the Mr. Mo Project for any injury to, illness, or disappearance of the Dog unless such injury to, illness or disappearance of the Dog is due to the intentional or grossly negligent act of the Foster Care Provider.
- c. The Foster Care Provider agrees to release the Mr. Mo Project from any and all liability for any bodily injury, illness or property damage to the Foster Care Provider or any third party by the Dog, except to the extent that such bodily injury, illness or property damage is the result of the grossly negligent or intentional act of the Mr. Mo Project.
- d. The Foster Care Provider agrees to immediately notify the Mr. Mo Project of any injury inflicted on any animal or human by the Dog.

IV. **Access to Dog.** The Foster Care Provider agrees that to allow the Mr. Mo Project to visit the Dog and/or inspect the premises upon twenty-four (24) hours' notice.

V. **Release of Information.** The Foster Care Provider expressly authorizes the release of any information regarding the medical treatment, training or other interaction of the Dog with any veterinarian, trainer, groomer, animal control officer or other provider.

VI. **Termination.** Either party may terminate this Agreement at any time with or without case. In the case of such termination, the Mr. Mo Project agrees to take possession of the Dog and the Foster Care Provider agrees to surrender the Dog to the Mr. Mo Project. The Foster Care Provider further agrees and acknowledges that, in the case of the Foster Care Provider's death, the Dog must be returned to the Mr. Mo Project.

VII. **Entire Agreement.** This Agreement, including addendums specifically referred to and incorporated herein, is the entire Agreement between the Foster Care Provider and the Mr. Mo Project. Any modifications to the Agreement must be in writing. This Agreement binds the parties' respective heirs, executors, representatives, successors and assigns.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

FOSTER CARE PROVIDER(S)

THE MR. MO PROJECT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

## **FOSTER CARE TERMS**

1. **Housing.** The Foster Care Provider shall provide care for the Dog at the residence located at address set forth above. The Foster Care Provider will not remove the dog from that residence without the express written consent of the Mr. Mo Project. This prohibition does not include normal incidental travel.
  - a. The Dog must be kept indoors with sufficient heating and cooling and shall not be confined to a small space for extended periods of time. For purposes of this agreement, an extended period of time is defined as more than ten (10) continuous hours or more than twelve (12) hours in a twenty-four (24) hour period. Any crate used must be of sufficient size for the dog to turn around, lie down and fully extend on his or her side.
  - b. The Foster Care Provider will ensure that the Dog is leashed, tethered or confined by an adequate fence when outdoors. The Dog may not be allowed to roam freely outdoors, kept in an indoor/outdoor kennel or be left outside when the Foster Care Provider is not present.
  - c. If the Dog becomes lost, the Foster Care provider shall immediately notify the Mr. Mo Project.
2. **Travel.** The Dog must be transported safely when inside a vehicle. The dog may not travel in the back of a pickup truck under any circumstances and should not be left unattended in a vehicle at any time.
3. **Food, Water and Medication.**
  - a. The Foster Care Provider shall provide adequate food and water.
  - b. Unless the Dog has been prescribed a prescription food by a veterinarian, the Foster Care Provider shall be financially responsible for providing proper food.
  - c. The Foster Care Provider agrees to provide food in accordance with the instructions of the Dog's veterinarian.
  - d. The Foster Care Provider shall administer medication, if any, as prescribed by the Dog's veterinarian.
4. **Grooming.** The Foster Care Provider shall keep the Dog's coat clean and brushed, as necessary, and his or her nails trimmed. The Foster Care Provider shall be responsible for all grooming related costs unless the costs are required due to a medical condition, in which case the Foster Care Provider shall obtain prior approval from the Mr. Mo Project.
5. **Training and Obedience.** The Foster Care Provider shall provide proper training to the Dog to the best of the Foster Care Provider's ability, using only positive reinforcement.

The Foster Care Provider shall bring any behavioral issues to the Mr. Mo Project as soon as possible and will make a good faith effort to utilize any training resources and/or techniques suggested by the Mr. Mo Project.

  - a. The Dog shall not be subject to the use of a shock collar, pinch collar, choke collar or other negative reinforcement training equipment without the prior express written approval of the Mr. Mo Project.
6. **Sterilization.** If the Dog has not been sterilized, the Foster Care Provider agrees to take proper precautions to ensure that the Dog does not reproduce. The Foster Care Provider further agrees to have the Dog sterilized at the expense of the Mr. Mo Project upon the request of the Mr. Mo Project.
7. **Updating Information.** The Foster Care Provider agrees to immediately notify the Mr. Mo Project of any change in address, telephone number or veterinarian.