**Ruff House Rescue Foster Contract**

**Foster Dog’s Name: \_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_**

Foster’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Foster’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Foster’s Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Foster’s Cell Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*The following constitutes the entire agreement between Ruff House Rescue (“RHR”) and*

 *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ related to fostering dogs for Ruff House Rescue:*

 *Foster’s Name*

**PLEASE INITIAL EACH PROVISION BELOW:**

\_\_\_\_\_\_ All dogs over which Ruff House Rescue (“RHR”) has taken actual or constructive possession and control are the exclusive property of RHR (an “RHR Dog”).[[1]](#footnote-1)

\_\_\_\_\_\_ Until an RHR Dog is Adopted,[[2]](#footnote-2) RHR retains and maintains all ownership rights to any RHR Dog and maintains the superior right to possession of an RHR Dog at all times.

\_\_\_\_\_\_ Until an RHR Dog is Adopted, RHR's relinquishment of physical possession of an RHR Dog to any person or organization for the purpose of fostering or caring for the dog for any period of time does not waive or affect RHR's ownership of an RHR Dog or RHR's superior right to possession of an RHR Dog.

\_\_\_\_\_\_ As a volunteer Foster for RHR, I agree to and will keep RHR apprised of my current physical address, telephone number(s), and e-mail (URL) address(es) at all times.

\_\_\_\_\_\_ As a volunteer Foster for RHR, I agree to and will abide by all of RHR's written guidelines, rules, and standards relating to the care, discipline, treatment, control, and welfare of RHR Dogs. I also agree to and will abide by any written or verbal/oral directions of RHR officers and coordinators regarding an RHR Dog.

\_\_\_\_\_\_ As a volunteer Foster for RHR, I agree to and will abide by all instructions and directions given to me by an RHR coordinator or prescribed by any veterinarian or veterinary clinic staff selected by RHR in connection with the medical care and treatment of an RHR Dog. I also understand that all medical care will be paid for by RHR, but must be approved by the RHR Director and the dog must be taken to an RHR veterinarian.

\_\_\_\_\_\_ As a volunteer Foster for RHR, I agree and promise not to relinquish physical possession and control of an RHR Dog (or allow an RHR Dog out of my possession and control) to any person or organization not affiliated with RHR for any reason. I understand that this promise includes not allowing an RHR Dog to be cared for, watched, or adopted by any person or organization without the prior written approval of the RHR board of directors or an authorized agent of that board.

\_\_\_\_\_\_ As a volunteer Foster for RHR, I agree to make any RHR Dog in my care available to meet prospective adopter(s). I agree to transport any RHR Dog in my care to locations to be shown to a prospective adopter(s) and to veterinary appointments.

\_\_\_\_\_\_ I understand and agree that Fosters with RHR have the first right to adopt (otherwise known as right of first refusal) an RHR Dog. I understand and agree that in order to be considered, I must have complied with the agreements, promises, understandings, and representations contained in this Foster Agreement. I understand and agree that, should more than one Foster seek to adopt the same RHR Dog, RHR retains discretion to determine which Foster will be allowed to adopt and that preference will be given to a Foster who has actually fostered the particular RHR Dog and/or with whom, in RHR's judgment, the RHR Dog has already bonded.

\_\_\_\_\_\_ I understand and agree that any Foster with RHR exercising his or her rights to first adopt an RHR Dog will be required, and I hereby agree, to pay the Adoption fee applicable to the particular RHR Dog being adopted at the time of adoption. This includes the standard fee of $450.00. I understand that the age, purebred status and adoption fee will be determined by RHR and is non-negotiable. To be eligible to adopt all dog/cats in a home or on an application must be spayed/neutered prior to adoption, no exceptions.

\_\_\_\_\_\_ I understand and agree that, should I for any reason fail or refuse to relinquish possession of an RHR Dog after a written demand by an authorized RHR representative to do so, I thereby forfeit any right to possession of an RHR Dog and will be guilty of civil conversion of RHR's property and criminal theft of RHR's property.

\_\_\_\_\_\_ I also understand that any bodily injury or property damage arising from an RHR Dog and/or my control and maintenance of an RHR Dog that I am fostering is my responsibility, and that I will not hold Ruff House Rescue, or any of its members, responsible or liable for any resulting bodily injury or property damage. Further, I agree to indemnify and hold harmless Ruff House Rescue, and its agents, volunteers and employees from any and all claims, lawsuits, injuries, or damages made or asserted by anyone, even those resulting from the negligence of Ruff House Rescue, and its agents, volunteers and employees.

\_\_\_\_\_\_ I understand and agree that this agreement is to be performed in its entirety in Nassau County, New York and that the courts of Nassau County, New York shall have exclusive jurisdiction and venue over any dispute related to or arising out of this agreement. I understand and agree that I will pay RHR's costs of recovery, court costs, and attorney fees should RHR be forced to pursue legal action against me in order to enforce this Foster Agreement.

**PLEASE INITIAL NEXT TO ONLY ONE BELOW:**

\_\_\_\_\_\_ I HAVE **NOT** borrowed a crate from Ruff House Rescue.

\_\_\_\_\_\_ I HAVE borrowed a crate from RHR and I agree to return the crate back to RHR within 7 days of returning the foster to RHR, adopting my foster dog, or once my foster gets adopted and I am unable to take in another foster dog. I understand that I will owe RHR $100 if I chose not to return the crate.

Crate description:

This Foster Agreement is hereby entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between

 date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Foster’s Name  Ruff House Rescue

1. Dogs over which RHR has taken actual or constructive possession include, but are not limited to, dogs which have been abandoned by (or have escaped from) their owners and come into the care and/or possession of RHR, dogs that are in the possession of an animal shelter or animal control facility and which RHR agrees to take possession of and care for, dogs that have been named or have otherwise appeared on RHR's internet website, or dogs for which RHR has incurred any charges for any type of care or treatment. An “RHR Dog” includes male and female dogs and puppies. [↑](#footnote-ref-1)
2. An RHR Dog is considered to be “Adopted” when RHR's adoption process has been completed, the adoption has been approved by RHR (including a home visit), all agreements signed, and all applicable fees paid. RHR maintains complete discretion to approve or disapprove a prospective adoption. [↑](#footnote-ref-2)