

FOSTER CONTRACT

Save One Soul Animal Rescue League (SOS)

Telephone: 401.206.0727 | E-mail: foster@SOSARL.org | Fax: 954.208.2727 | Mail: P.O. Box 498, Wakefield, RI 02880

I, _____, hereby agree to accept a position in a voluntary capacity as a foster home ("Foster") for Save One Soul Animal Rescue League ("SOS"). The designated SOS representative in this case is the Foster Home Coordinator, reachable via fostercoordination@sosarl.org.

The following conditions apply to acting as a Foster for SOS:

1. **Volunteer Capacity.** I fully understand and agree that my services are provided strictly in a voluntary capacity without any express or implied promises of salary, compensation, payment, or employment-type benefits of any kind whatsoever.
2. **Property.** The animal(s) will remain the property of SOS and will be turned over immediately upon request to an officer or to an appointed representative by an officer of SOS.
3. **Housing.** The animal(s) will be kept in the house or in an approved kennel facility on the grounds of the Foster and will not be allowed off-leash in an unfenced area unless accompanied by and in the secure control of an adult.
4. **Heartworm Prevention.** All animals must receive monthly heartworm prevention. This will be provided by SOS upon request by the Foster.
5. **Food and Other Basic Needs.** Food and other ordinary needs for the animal(s) will be provided by the Foster and, upon advance request, the cost of such may be reimbursed by SOS.
6. **Veterinary Care.** The Foster is responsible for promptly identifying any medical needs/concerns of the animal and bringing them to the attention of the designated SOS representative. If SOS is unable to have all required vetting completed prior to placing the animal with the Foster, the Foster agrees to facilitate any vetting care required at an SOS-approved veterinarian, with cost to be borne by SOS, unless other arrangements are approved by SOS. All such veterinary costs will be paid for/reimbursed by SOS, but the Foster must receive prior approval before obtaining such services except in emergency situations. In a true emergency, the Foster is authorized to sign for and consent to all reasonable and necessary veterinary procedures and this contract is proof of such authority.
7. **Adopting a Foster Dog.** The Foster agrees that they accept every SOS dog with no intent to adopt the dog. **The Foster also agrees that they will not be approved to, nor will they ask to, adopt one of their first five (5) foster dogs.** SOS Fosters may be considered for adoption of their foster dog(s) beyond the first five and/or another SOS dog(s). As an approved Foster, they are pre-approved for adoption, but not guaranteed final approval for any particular dog. **Furthermore, the Foster understands that foster dogs are placed in their home based upon the TEMPORARY appropriateness of the match, and that placement of a foster dog in their home does not indicate that the dog would be considered a good permanent match for their home.** Should the Foster want to adopt an SOS animal currently in their care, the SOS Foster Home Coordinator must be notified and an online adoption application completed immediately. SOS policy is to consider multiple applications on each of our dogs, and the first well-matched home is approved. Once approved, an SOS adoption donation and contract(s)/addendum(s) is required as relevant. If the Foster is considering adoption of a particular dog before fostering it, the Foster should make these intentions clearly known to the SOS Foster Home Coordinator representative prior to taking possession of the dog; a Foster-to-Adopt contract may apply and per SOS policy, the dog will not be held and multiple applications will be considered until a home is approved.
8. **Facilitating Adoptions.** The Foster agrees to provide accurate information to prospective adoptive families when requested to do so, and to make every effort to allow prospective adoptive families to visit/meet the animal(s). The animal(s) will be adopted to a permanent home only under the supervision of SOS to a family pre-approved by SOS. Foster will ensure the appropriate SOS adoption agreement and addendums

are completed for all approved adoptions. All donations received in connection with the adoption of the animal(s) will be sent directly to SOS. Adoptive families may be contacted occasionally by the Foster to inquire about the animal(s), as long as the adoptive families are accorded respect and privacy.

9. **Surrender/Transferred Animals.** Foster will only accept surrendered/transferred animals on behalf of SOS that have been explicitly pre-approved by a designated SOS representative. Foster will ensure the appropriate SOS surrender agreement(s) is completed when an animal is surrendered directly to them. All surrender donations received will be sent directly to SOS. Surrendering parties may be contacted occasionally by the Foster to provide updates about the animal(s) if they desire such, as long as the parties are accorded respect and privacy.
10. **Contact Information.** If Foster changes their location, e-mail, and/or phone numbers, they must notify SOS of changes immediately.
11. **SOS Policies and Government Regulations.** Foster has reviewed, understands and agrees to comply with all SOS policies and relevant local/state/federal regulatory requirements. These include, but are not limited to those outlined in the Foster Home Handbook and Volunteer Handbook, and all addenda.
12. **Animal Updates.** Foster will be in touch with their designated SOS representative at regular intervals (eg, once a week) to discuss things like the status of the animal, adopter communications and event participation. Foster will also provide updated pictures, descriptions and videos (if possible) to the designated SOS representative at monthly intervals (or when requested) to ensure up-to-date information on the animal's appearance and behavior is available.
13. **Adoption Events.** Foster agrees to make a diligent effort to attend a majority of all adoption events within an hour of their location during the course of each year.
14. **Questions or Problems.** Any questions or problems are to be promptly directed to SOS officers or designated SOS representatives. Foster agrees to provide immediate notification of any human or animal injury, illness or other emergency to SOS officers.
15. **Expenses.** Any expenditure for which the Foster wishes to be reimbursed requires pre-approval by an SOS officer. Foster may be responsible for unapproved expenditures.
16. **Compensation.** No Foster for reason of their volunteer Foster services shall be entitled to receive any salary or compensation.
17. **Moving an Animal.** If it is necessary to remove the animal(s) from the Foster, the Foster agrees to facilitate the move in every reasonable way, including driving a reasonable distance, taking the animal to an approved facility, and/or holding the animal for a reasonable amount of time until transfer plans can be coordinated. If return of an SOS animal is requested by SOS, possession will be given immediately and directly to an officer of SOS or their designated representative. Possession of and care for SOS foster animals is the responsibility of the named Foster and may only be transferred to an SOS officer, designated representative, or approved SOS adopter.
18. **Liability.** Foster fully understands that temperament of SOS animals is unknown to SOS and that SOS and its officers are not responsible for injuries to people or pets, or for property loss or damage. The Foster accepts responsibility for any events that occur while fostering the animal(s) such as, but not limited to, the below:
 - If the animal becomes lost due to Foster negligence, the Foster is responsible for any expenses related to recovery and if animal is not found within two weeks, the Foster is immediately responsible for the donation listed for said animal.
 - If the animal becomes injured or injures another animal or human due to the Foster's negligence, the Foster is responsible for all related costs.
 - If an animal in the Foster's care dies due to the Foster's negligence, the Foster is immediately responsible for the donation listed for said animal.

- If the Foster does not confirm that donations are paid in full before transferring Foster animal to adopter, the Foster is immediately responsible for payment of any donations owed for the adopted animal.

- 19. Legal Recourse.** Foster agrees to pay ALL legal and/or court expenses should this contract be violated and it becomes necessary for SOS to pursue legal avenues to repossess animal or to take ANY legal action for violation of this contract. For legal purposes the value on this foster animal is no less than \$1,000.
- 20. Release:** The Foster, and for the Foster's spouse, heirs, executors, personal representatives and assigns agrees never to bring a claim or suit against SOS. The Foster releases SOS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from the fostering or behavior of the Dog. The Foster understands that this agreement discharges SOS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to the Foster and the Foster's spouse, heirs executors, and assigns, with respect to bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss that may result from the fostering or behavior or activities of the Dog. The Foster releases SOS and discharges SOS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for SOS's own negligence or liability that may result in bodily injury, personal injury, illness, amputation, scarring, death, property damage or other loss to the Foster.
- 21. Indemnity:** The Foster, and for the Foster's spouse, heirs, executors, personal representatives, and assigns, agrees to indemnify and hold SOS harmless for all bodily injury, personal injury illness, amputation, scarring, death, property damage or other losses, including attorney's fees and costs of litigation, that result to anyone else or any other entity because of the Foster's negligence or liability. This includes lone acts or omissions by the Foster as well as the combined acts of the Foster with others.
- 22. Scope of Release and Indemnity:** The Foster expressly agrees that the release and indemnity provisions of this agreement are intended to be as broad and inclusive as permitted by law. The Foster agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement.
- 23. Whole Agreement:** This is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises.
- 24. Governing Law and Jurisdiction:** This agreement will be governed by and interpreted in accordance with the laws of the State of Rhode Island, without reference to any conflict of laws rules. Any disputes under this agreement will be resolved in Washington County, Rhode Island.

By signing below, Foster voluntarily agrees to accepts an SOS foster animal(s) into their home and agrees to adhere to the above terms for every SOS animal accepted under their care.

FOSTER PRINTED NAME: _____ SIGNATURE: _____ DATE: _____

FOSTER ADDRESS: _____ TELEPHONE: _____

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