**IN-HOME FOSTER AGREEMENT**

**(with Optional Adoption Provision)**

This In-Home Foster Agreement (the “Agreement”), executed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, is entered into between [NAME OF SHELTER] (the “Shelter”), on the one hand, and the individual whose name is listed on the signature page to this Agreement (“In-Home Foster Parent”), on the other hand.

**Foster Arrangement.** In-Home Foster Parent desires to serve as a custodian for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (a [cat/dog] identified by Animal ID# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (the “Impounded Animal”), and the Shelter agrees to such an arrangement subject to the terms and conditions in this Agreement. The In-Home Foster Parent certifies that (a) the In-Home Foster Parent is at least 18 years of age and able to enter into and perform this Agreement in his/her name, (b) there are no legal or other restrictions which prohibit the In-Home Foster Parent from caring for the Impounded Animal in accordance with the terms of this Agreement; and (c) neither the In-Home Foster Parent nor anyone currently residing at the In-Home Foster Parent’s residence has ever been found guilty of violating any law regarding the welfare of, or cruelty to, animals.

**Terms of Arrangement.** In-Home Foster Parent has agreed to participate in the Shelter’s In-Home Foster Program, and has agreed to do so on a voluntary basis without compensation of any kind. In-Home Foster Parent understands that the purpose of the Shelter’s In-Home Foster Program is to enlist the In-Home Foster Parent’s assistance in the Shelter’s satisfaction of its legal obligations to hold and provide care for the Impounded Animal for the legally required period and while the Shelter is attempting to locate the Impounded Animal’s owner, if one exists. The In-Home Foster Parent understands and agrees that:

* this Agreement only provides the In-Home Foster Parent with temporary possession of the Impounded Animal;
* the Shelter retains legal responsibility and control of the Impounded Animal unless and until the Shelter enters into a later written agreement to the contrary with the In-Home Foster Parent;
* the In-Home Foster Parent will not transfer physical possession, custody, or control of the Impounded Animal to any other person without the Shelter’s prior written agreement;
* the In-Home Foster Parent will immediately advise the Shelter in writing if there is a change in the location of the In-Home Foster Parent’s residence;
* the In-Home Foster Parent will immediately advise the Shelter if they learn the identity of the Impounded Animal’s owner;
* any and all placements, adoptions, or other dispositions of the Impounded Animal are at the sole discretion of the Shelter;
* the In-Home Foster Parent agrees to surrender the Impounded Animal to the Shelter if and when requested by the Shelter for any reason whatsoever; and
* the In-Home Foster Parent agrees to surrender the Impounded Animal to the Shelter if circumstances develop such that s/he is no longer able to provide care for the Impounded Animal in a manner consistent with the requirements of this Agreement.

**Consequences of Violation.** The In-Home Foster Parent agrees that any violations of this Agreement will result in the In-Home Foster Parent’s disqualification from the Shelter’s In-Home Foster Program and require immediate surrender of the Impounded Animal to the Shelter. In-Home Foster Parent understands further that, depending on the circumstances, a violation of this Agreement also might constitute a violation of state and local laws.

**Responsibility of Care.** In-Home Foster Parent agrees to the following conditions:

* they will provide the Impounded Animal with proper and sufficient food, water, shelter and identification, as well as adequate exercise and human affection;
* they will use only positive, humane methods of training and handling, which means that s/he will never use prong, choke or shock collars or other punishment-based equipment with the Impounded Animal or engage in (or allow the Impounded Animal to be engaged in) any training that involves punishment, pain or fear;
* [ *optional*] they will keep the Impounded Animal (if a dog or puppy) on a leash at all times when outside, and will keep the Impounded Animal in the house (if a cat or kitten), except for transport;
* they will not leave the Impounded Animal unattended outside, either tied up or in a fenced yard, when no one is home.
* they will contact the Shelter whenever s/he has concerns about the Impounded Animal’s health, there has been an adverse change in the Impounded Animal’s behavior or physical condition, including but not limited to biting, extreme lethargy, loss of appetite, breathing difficulty, or unusual weight gain or weight loss, or the Impounded Animal has escaped or died; and
* if the Impounded Animal has become ill or been injured, they will take the Animal to a veterinarian as soon as possible, based on the severity of the illness or injury. The veterinarian may be a veterinarian of the In-Home Foster Parent’s choosing or, if available, a veterinarian associated with the Shelter. The In-Home Foster Parent understands and agrees that, with the exception of emergency situations where Shelter personnel are not available, s/he is not authorized to make any legal or medical decisions on the Impounded Animal’s behalf; that, other than true emergency care, the In-Home Foster Parent is responsible for all veterinary expenses if the In-Home Foster Parent utilizes the services of a veterinarian of his/her own choosing; and the In-Home Foster Parent is responsible for all other costs related to the care of the Impounded.

**Adoption After Holding Period**

If, after the expiration of the legal holding period and satisfaction of the Shelter’s obligations to attempt to locate the Impounded Animal’s lawful owner, the In-Home Foster Parent wishes to adopt the Impounded Animal, then the following additional terms shall apply:

1. **Adoption Eligibility**
The In-Home Foster Parent must meet all standard adoption eligibility criteria imposed by the Shelter, and must complete any additional adoption documentation required by the Shelter.
2. **Spay/Neuter and Other Required Procedures**
The In-Home Foster Parent understands and agrees that **no adoption shall be finalized unless and until** the Impounded Animal has been spayed or neutered, microchipped, vaccinated, and, if required by local ordinance, licensed.
These procedures shall be performed at a time and place designated or approved by the Shelter.
3. **Transfer of Ownership**
Legal ownership of the Impounded Animal shall not transfer to the In-Home Foster Parent until the Shelter confirms that all procedures required in subsection 2 have been completed, and the Shelter has approved the adoption in writing.
4. **Continued Responsibilities Pending Adoption**
Until the adoption is finalized, the In-Home Foster Parent shall continue to abide by all terms of this Agreement, including the responsibility to provide care, and the obligation to return the animal upon Shelter request.
5. **Declining to Adopt**
If the In-Home Foster Parent declines to adopt the Impounded Animal after the holding period, they shall coordinate with the Shelter to either (a) return the animal to the Shelter, or (b) continue fostering the animal pursuant to this Agreement, subject to Shelter approval.

**Waiver of Liability.** In-Home Foster Parent agrees that the Shelter is not liable for any claims, legal actions, losses, injuries, damages, costs, expenses or liabilities whatsoever in connection with the In-Home Foster Parent’s custody or care of the Impounded Animal.

**Release of Liability.** In-Home Foster Parent hereby expressly waives and relinquishes, completely releases and forever discharges the Shelter and its representatives from any and all claims, actions or causes of action of any kind whatsoever, which the In-Home Foster Parent now has or later may have against the Shelter and/or its representatives, and which in any way result from, arise out of or are in connection with the In-Home Foster Parent’s custody or care of the Impounded Animal, and whether or not such claims, actions or causes of action may be attributable to the negligence or carelessness of the Shelter or its representatives.

**General Provisions.** This Agreement shall be interpreted in accordance with the laws of the State of California, without regard to principles of choice or conflicts of law, and In-Home Foster Parent and Shelter agree that all disputes between them relating to this Agreement shall be resolved or adjudicated in [County where Shelter is located]. If any provision of this Agreement is deemed void, invalid or unenforceable, such provision shall be considered severed from this Agreement and shall not affect the validity or enforceability of any other provision. This Agreement constitutes the entire understanding and agreement between the parties regarding the subject matter herein and supersedes all prior understandings, discussions, representations, warranties and agreements between the parties, whether written or oral.

**By signing this Agreement, In-Home Foster Parent hereby agrees to, acknowledges and gives their consent without reservation to the above terms and conditions.**

In-Home Foster Parent:

Print Name Signature

Driver’s License No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Residence Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
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Telephone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Shelter:

Staff Name Signature