



GERMAN SHEPHERD RESCUE OF SOUTHEASTERN PENNSYLVANIA

FOSTERING AGREEMENT

Please Return the completed signed fostering agreement to Edward Ost, 320 Magnolia Road, Warminster, PA 18974. For any questions contact Ed at ejostadv@yahoo.com, or telephone at 215-672-7892.

This Fostering Agreement is hereby made by and between _____ (hereinafter, "Fostering Party") and German Shepherd Rescue of Southeastern Pennsylvania (hereinafter, "GSR-SP") on this _____ day of _____, _____. The designation GSR-SP shall be deemed to include the non-profit corporate entity, as well as its corporate officers and directors, its agents, servants and representatives and all members and/or volunteers.

Fostering Party has previously, or simultaneously herewith, executed a "Volunteer Application/Questionnaire" agreeing to serve as a volunteer for GSR-SP and agreeing to be bound by certain conditions and terms. That Volunteer Application/Questionnaire is incorporated herein by reference in its entirety and made a part of this Agreement.

Fostering Party has specifically expressed a desire or willingness to perform the volunteer function of "fostering" GSR-SP rescue dogs, i.e., providing temporary shelter and care for a GSR-SP rescue dog while a new and suitable permanent home is sought. The Fostering Party agrees to each and all of the terms set forth below with respect to serving as a foster home for GSR-SP: *(please initial next to each numbered paragraph when you have finished reading each paragraph)*

1. _____ Neutering/Spaying

Fostering Party agrees that under no circumstances may this dog be used for breeding purposes. In the event that the foster dog is not spayed or neutered prior to placement with the Fostering Party, Fostering Party agrees to use diligent efforts to keep female foster dogs in heat away from male dogs and to keep male foster dogs away from any in heat female dogs. In the event that a female foster dog becomes pregnant while in the care of Fostering Party, Fostering Party agrees to allow GSR-SP to abort such pregnancy. If Fostering Party objects to and prevents abortion of the pregnancy, Fostering Party agrees to accept full responsibility for the veterinary care of such pregnant bitch and, further, to accept full responsibility for the care, veterinary bills and/or placement of any puppies born to the rescue dog.

At the direction of GSR-SP, Fostering Party agrees to take foster dog to an approved veterinarian, or permit another GSR©SP volunteer to do so, for the purpose of spaying or neutering foster dog.

2. _____ Veterinary Care

Fostering Party agrees that it will consult with the designated GSR-SP officer, director and/or representative concerning the necessary and appropriate veterinary care required for a foster dog. All costs for veterinary care which are APPROVED by GSR-SP shall be reimbursed to Fostering Party by GSR-SP. All veterinary paperwork and receipts must be submitted to GSR-SP by Fostering Party.

Fostering Party shall obtain veterinary care for a foster dog at the vet of Fostering Party's choice, unless GSR-SP has indicated that veterinary care shall be provided by a particular veterinarian.

Standard veterinary care which shall be provided to all foster dogs and which shall be reimbursable includes:

(1) Rabies vaccine; (2) DHLPP vaccine; (3) spay/neuter; (4) heartworm testing.

Fostering Party must consult with a GSR-SP representative to ascertain which of these standard veterinary services have been provided prior to placement of the dog with Fostering Party. GSR-SP will provide Fostering Party with copies of all relevant veterinary documentation.

In the event that the need for emergency veterinary care arises while foster dog is in the care of Fostering Party, Fostering Party shall obtain such care as quickly as possible and need not have prior authorization from a designated GSR-SP representative. However, Fostering Party agrees to advise GSR-SP of the status of foster dog and the emergency situation which arose as soon as possible, but no later than 48 hours after such care is provided.

3. _____ Temperament and Health of Foster Dog

In most cases, GSR-SP has, prior to placement of foster dog, attempted to perform a basic evaluation of foster dog for any obvious temperament and/or health problems. However, GSR-SP makes no representations or warranties concerning the long-term temperament and/or health of foster dog. Furthermore, GSR-SP can make no conclusory representations concerning foster dog's compatibility with children, other dogs, cats, and/or other pets. Therefore, Fostering Party agrees that he shall be fully responsible for closely monitoring foster dog's behavior around children and/or other animals and in NO event shall Fostering Party leave foster dog unsupervised with children and/or other pets during at least the first seven (7) days of the foster period.

Fostering Party agrees to report any observed changes in foster dog's temperament and/or health within twenty-four (24) hours of such observation to a designated GSR-SP representative.

4. _____ Food

Fostering Party agrees to feed foster dog a high quality traditional dry dog food as the dog's principal diet. Fostering Party may request that GSR-SP supply all dry food for the foster dog or Fostering Party may purchase appropriate dry food and seek reimbursement of such cost from GSR-SP upon presentation of the receipt or invoice to GSR-SP.

Under no circumstances shall foster dog be fed a diet of human food, the "BARF" diet (bones and raw food), a complete canned food diet or any other diet, which deviates from a dry dog food base.

5. _____ Other Supplies and Items

GSR-SP is not responsible for reimbursing Fostering Party for foster dog related costs other than food and veterinary care. Therefore, all costs incurred by Fostering Party for toys, leashes, collars, bowls, treats,

bedding, grooming, obedience courses, etc. shall be borne by Fostering Party unless such cost is pre-approved for reimbursement by a designated GSR-SP representative.

6. _____ Property Damage

In no event shall GSR-SP be responsible or liable for any property damage caused by foster dog to the property of Fostering Party and/or the property of any third party(ies).

Fostering Party hereby agrees to release and discharge GSR-SP from any claims for damage to the property of Fostering Party and/or for any damage to the property of Fostering Party's family and/or household members. By way of further agreement, Fostering Party agrees to indemnify and hold GSR@SP harmless against any and all claims made by third parties for property damage alleged to have been caused by or attributed to foster dog.

Fostering Party acknowledges full awareness of the fact that foster dog may have "accidents" in the house (i.e., soiling floors or rugs) and, further, that foster dog may engage in other stress related behaviors which could cause damage and/or destruction of household items or personal goods. Fostering Party hereby agrees to assume the risk of any and all such property damage caused by foster dog.

7. _____ Personal Injury Caused by Foster Dog

GSR-SP carries insurance for claims by third parties for personal injuries resulting from GSR-SP sponsored/related events, including injuries caused by foster dogs to potential adopters. Additionally, GSR-SP carries a policy covering volunteers for medical expenses (currently up to \$15,000 per year per volunteer) for minor accidental injury incurred in the performance of volunteer activities, including injury arising directly from a dog. GSR-SP agrees to make these policy coverages available to Fostering Party for claims of injury to Fostering Party or by third parties. However, Fostering Party agrees to release, indemnify and/or hold harmless GSR-SP from any and all claims in excess of any payments made under the respective insurance policies.

8. _____ Care and Training of Foster Dog

Fostering Party agrees to provide full care to foster dog, including proper shelter, feeding, water, grooming, exercise and veterinary care. Furthermore, Fostering Party agrees to spend some time teaching foster dog certain basic obedience commands, including, but not limited to: housebreaking, sit command, stay command, lie down command, come command.

Fostering Party agrees that foster dog shall, at all times when foster dog is outdoors, be confined to a fenced yard or kennel run or be on leash.

In no event shall Fostering Party use any training techniques which focus on drawing out aggressive or offensive tendencies in the foster dog, including certain aspects of Schutzhund training and/or Police training. Furthermore, Fostering Party agrees that he will not use electronic collars and will not engage in any physical discipline in the form of striking the foster dog, either with an object or by hand.

9. _____ Meeting with Prospective Adopters

Fostering Party agrees to be available to meet with prospective adopters referred by GSR-SP and show the foster dog at a time mutually convenient to both parties.

10. _____ Adoption/Placement of Foster Dog

Fostering Party agrees that foster dog may only be adopted to an individual(s) approved by GSR-SP. In no event shall Fostering Party allow the dog to be taken, adopted and/or temporarily housed by any other person without the prior approval of a designated GSR-SP representative. Fostering Party further agrees that he will discuss his impressions of all prospective adopters with a GSR-SP representative within forty-eight (48) hours following any meeting between Fostering Party and such prospective adopter(s).

11. _____ Fostering Party Adopting Foster Dog

GSR-SP recognizes that, in some instances, Fostering Party may decide that he wishes to keep foster dog permanently. In such instances, there shall be discussion between a GSR-SP representative and Fostering Party as to whether the particular foster dog has long-term suitability as a pet in Fostering Party's household. If GSR-SP and Fostering Party agree that this is a good arrangement, Fostering Party agrees that he shall be responsible for all veterinary bills incurred on behalf of fostering dog and shall repay to GSR-SP any veterinary bills incurred by GSR-SP. Fostering Party further agrees that he shall be responsible for paying the full adoption fee for foster dog, unless other arrangements are agreed to by GSR-SP.

12. _____ Duration of Foster

Fostering Party hereby acknowledges that the placement time for each foster dog may vary significantly. By executing this Agreement, Fostering Party agrees to provide temporary shelter and care for foster dog until a suitable permanent home can be found for the foster dog. However, all foster dogs must remain in foster care for a minimum of four weeks from the date that the dog is taken into foster care.

Fostering Party further agrees to provide GSR-SP with a minimum of seventy-two (72) hours notice in the event that Fostering Party can no longer care for foster dog in order to afford GSR-SP sufficient time to make alternative arrangements for the care of foster dog.

13. _____ Publication/Story Rights

Unless indicated otherwise by Fostering Party by written correspondence, Fostering Party agrees to allow GSR-SP to publish stories and/or print photographs of foster dog and/or Fostering Party in GSR-SP's newsletters, updates, scrapbook/photo albums, etc. and/or in a medium of general public distribution, including, but not limited to, local newspapers, television and radio, the internet, national dog magazines and any other medium deemed appropriate for exposure of GSR-SP to the general public.

14. _____ Cost of Telephone Calls

Fostering Party agrees that all costs for telephone calls made by Fostering Party to representatives of GSR-SP shall be borne by Fostering Party.

Fostering Party further agrees to attempt to make all calls to prospective adopters by using a collect calling service (*1-800-COLLECT or such other collect call provider as Fostering Party chooses*). In the event that Fostering Party is unable to contact prospective adopter by way of a collect call, Fostering Party agrees either to donate the cost of such call(s) or to obtain prior approval of a GSR-SP representative for reimbursement of such calls. If reimbursement is approved, Fostering Party must submit a reimbursement request form, together with a photostatic copy of the telephone bill showing the cost of the call for which reimbursement is sought and indicating the name of the individual called.

Value of Dog

For purposes of any dispute concerning the loss of foster dog, it is hereby agreed between the parties that the value of any such foster dog shall be fixed at Five Hundred Dollars (\$500.00).

Reservation of Right

GSR-SP reserves the right to supervise Fostering Party's care of foster dog in order to protect the welfare of the foster dog. If GSR-SP determines, in its sole discretion, that any of the terms and/or conditions of this Agreement are violated or breached by Fostering Party, and/or if GSR-SP learns that any misrepresentations were made by Fostering Party in his Volunteer Questionnaire, GSR-SP reserves the right to terminate this Agreement and Fostering Party agrees that he must return foster dog to GSR@SP upon demand, immediately and without need for further legal action or court order by GSR@SP.

Governing Law

It is agreed between the parties hereto that this Agreement shall be construed in accord with the laws of the Commonwealth of Pennsylvania.

Jurisdiction/Venue

Fostering Party, regardless of his place of residence, hereby agrees to submit to jurisdiction and venue in Philadelphia County, Pennsylvania with respect to any litigation required concerning this Agreement.

No Waiver

If any part of this Agreement is deemed invalid and/or if any part of this Agreement is not enforced by GSR-SP, that shall have no affect upon the enforceability and validity of any other section of this Agreement and the Agreement shall remain in full force and effect.

Attorneys' Fee and Costs

In the event that legal action by GSR-SP becomes necessary in order to enforce the terms of this Agreement, Fostering Party agrees to pay all court costs and all reasonable attorneys' fees incurred by GSR-SP.

The undersigned Fostering Party has had the opportunity to read this seven (7) page Agreement in its entirety. Fostering Party agrees that he understands the terms of this Agreement and agrees to be bound by this Agreement with German Shepherd Rescue of Southeastern Pennsylvania effective as of the date of this Agreement. ALL ADULT RESIDENTS OF THE HOUSEHOLD MUST READ IN ITS ENTIRETY AND SIGN THIS AGREEMENT. ADDITIONAL PAGE MAY BE ADDED AS REQUIRED.

Fostering Party's Signature

Date

Consenting Party's/Second Fostering Party's Signature

Date

| | |
|---|--|
| Fostering Party's Name <i>(please print)</i> | |
| Fostering Party's Address: | |
| | |
| City / State / Zip | |
| Home Phone: | |
| Work Phone: | |
| E-mail: | |

**GERMAN SHEPHERD RESCUE OF SOUTHEASTERN PENNSYLVANIA
TO BE SIGNED BY A DESIGNATED BOARD MEMBER OF GSR-SP ONLY**

By: _____
Name of GSR-SP Representative (printed): _____

[Drafted 9/7/99]