

HAND ME DOWN DOBES FOSTER AGREEMENT- TERMS & CONDITIONS

NOTE: THIS IS A LEGAL CONTRACT with Hand Me Down Dobes, Inc.

This Fostering Agreement between Hand Me Down Dobes, Inc, an Ohio Not-for-Profit Corporation ("HMDD"), and _____ (the "Fosterer") is entered into this day of _____, 20____ (the "Agreement").

This Agreement establishes the terms and conditions for the foster care of any and all dogs in the HMDD program entrusted to the Fosterer.

Now, Therefore, in consideration of this Agreement and for other good and valuable consideration, the parties agree as follows:

HMDD as Owner. HMDD is the owner of and has title to the Dog at all times, including when the Dog is in the possession or control of the Fosterer. HMDD may reclaim the Dog from the Fosterer's possession or control at any time and for any reason, and such decision shall be made in the sole discretion of the HMDD Adoption Committee.

Care of the Dog. The Fosterer agrees to provide a safe, supportive and educational home for the Dog from the date of this Agreement until the Dog is either (1) formally adopted in to a home in accordance with HMDD procedures, (2) reclaimed by HMDD, or (3) is returned to the custody and care of HMDD by the Fosterer. The Fosterer must keep possession of the Dog at all times, and may not transfer the obligations to care for the Dog to any other person. Proper care of the Dog shall include, but is not limited to the following:

- a. providing an adequate food and fresh water supply, (see Section A in Food and Supplements)
- b. providing a daytime environment that is primarily indoors,
- c. providing a nighttime environment that is exclusively indoors,
- d. the use of positive reinforcement training methods, such as food-based, verbal praise or "clicker"-based reward training,
- e. assisting with any veterinary care, either preventative or curative, that the Dog may require, and will follow all veterinary instructions fully and make no changes without permission from an Intake/Foster Committee member.
- f. providing a safe environment, as defined in Section 3 below.
- g. if the Dog has been in training with a trainer, the Fosterer agrees to continue with that training by following the specifications given either orally or in writing to the Fosterer. If the Fosterer has questions or concerns, the trainer should be consulted and a member of the Intake/Foster Committee notified.
- h. HMDD will provide the Fosterer with a crate either a wire crate or a Veri-kennel). If the Fosterer has a crate which is suitable for the Dog, that crate may be used. The Fosterer agrees to teach the dog to be crated in order to make the transition to the adoptive home safer and more successful, but will not leave the Dog crated for extended periods of time.
- i. the Fosterer agrees to notify a member of the Intake/Foster Committee if any changed in demeanor, attitude, skin, eyes, ears, coat, and bowel/urination are noticed.

Safe Environment. The Fosterer agrees to provide a safe home environment at all times for the Dog, and for any persons who may interact with the Dog, which shall include but is not limited to the following:

- a. keeping a collar with the proper HMDD identification tag on the Dog at all times. HMDD will provide the proper collar, leash and, if needed, a Gentle Leader for the Dog,
- b. providing proper protection from the elements, including adequate shade in the summer and heat in the winter,
- c. providing ready and adequate first aid should it be needed,
- d. taking measures to keep harmful substances, equipment and household items out of the reach of the Dog,
- e. preventing the Dog from running free by keeping the Dog on a leash at all times\when it is not in a fully enclosed or fenced area,
- f. taking precautionary steps to protect the Dog from the possibility of attack or injury by other Dogs or animals, such as keeping it inside a solidly fenced area, and
- g. preventing persons, including young children, from interfering with, teasing, testing, improperly disciplining or otherwise distressing the Dog.

Facilitating Adoption. The Fosterer shall transport the Dog to and from any HMDD Adoption Event that he or she is reasonably able to attend, to facilitate the adoption of the Dog. If the Fosterer is unable to attend, they are responsible for notifying the Intake/Foster Committee so that alternate arrangements can be made. Such notification shall be made as far in advance of the Adoption Event as possible in order to that alternate arrangements can be made.

The HMDD Adoption Committee shall, in its sole discretion, make any decisions concerning the placement or adoption of the Dog. The Fosterer is not entitled to adopt the Dog merely because of the foster care given to the Dog. Any opinion of the Fosterer concerning the adoption of the Dog shall be considered by the HMDD Adoption Committee as a recommendation only. **The Fosterer is not permitted to adopt their first foster dog. The Adoption Committee must be notified not less than 14 days prior to an adoption event if a Fosterer would like to adopt their foster dog. The Adoption Committee will decide whether or not the Fosterer shall be permitted to adopt a particular foster Dog. The Adoption Committee's decision is final.**

Prohibitions. The use of the following training aids, techniques, and actions are strictly prohibited:

- a. the use of electronic shock collars,
- b. striking the Dog in any way, except in self defense,
- c. allowing the Dog to run off leash in any place that is not entirely and adequately enclosed or fenced,
- d. tying the Dog outside for extended periods of time, and
- e. allowing any person to taunt, torment or abuse the dog.

Any violation of these prohibits may result in an immediate termination of the foster care and HMDD may reclaim the Dog from the Fosterer.

Expenses.

a. Food and Supplements. HMDD will provide suitable food for the Dog which may be kibble, canned or a combination of the two. The Fosterer agrees to ONLY feed the food provided by HMDD and will not deviate from that food without obtaining permission from the Intake/Foster Committee. HMDD will provide any supplements that the Dog may need. If the Fosterer is asked to purchase food or supplements, they will be reimbursed by HMDD upon presentation of a receipt. HMDD will provide Kong toys and Nylabones for the Dog as they are available. When available, HMDD will provide treats for the Dog.

b. Veterinary. HMDD is responsible for obtaining veterinary care for the Dog. The Fosterer may be asked to take the Dog to a veterinary appointment for a surgery, follow-up care, or other appointment(s). All possible care will be exercised in order to make this convenient for the Fosterer. If the Fosterer is unable to take the Dog to an appointment, HMDD will attempt to find transport. HMDD will provide the Fosterer with a list of who to call in the event the Dog requires emergency care. The Fosterer MUST notify a person on that list immediately. The Fosterer is not authorized to authorize any emergency treatment other than the absolute basic treatment to save the Dog's life. Authorization for any other care must come from a member of the contact list.

c. Other Expenses. Any other expenses borne by the Fosterer may be reimbursed by HMDD in its sole discretion, but HMDD shall not become liable for any additional expenses without its approval.

d. HMDD Property. Any crate, remaining food, collar, leash, gentle leader, or toys that were provided to the Fosterer are the property of HMDD and must be returned to HMDD upon the termination of fostering for HMDD.

Requirement to Contact HMDD if Concerns Arise. The Fosterer shall exercise the due caution and common sense of a reasonably careful person at all times in the care and training of the Dog. The Fosterer agrees to notify HMDD of any questions or concerns that may arise during the fostering period.

Temperament Established. The Fosterer understands that the Dog may have come from an uncertain background where it may have been exposed to stress, neglect or abuse. The Fosterer also understands that HMDD may not have thoroughly evaluated the temperament of the Dog and that it may possess quirks, idiosyncrasies and problems that have not yet been discovered. The Fosterer acknowledges and agrees that the care to be provided by the Fosterer includes the ongoing evaluation and management of the Dog's temperament by the Fosterer in cooperation with and under the supervision of HMDD.

Entire Agreement. This Agreement constitutes the entire understanding of the parties regarding the foster care of the Dog and it supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing signed by the parties.

Severability. The parties agree that if any part, term, or provision of this Agreement shall be found illegal and unenforceable by any court of law, the remaining provisions shall be severable, valid and enforceable in accordance with their terms.

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HAND ME DOWN DOBES, INC, an Ohio not-for-profit corporation

By: _____
Volunteer and Agent

Fosterer: _____