



ROCKY MOUNTAIN SCOTTIE RESCUE, INC. FOSTER CONTRACT

This agreement is made this ____ day of _____, 20____ by and between the Rocky Mountain Scottie Rescue, Inc. ("RMSR") and _____ ("Foster Caregiver") hereinafter collectively referred to as ("the Parties").

Whereas, RMSR's mission is to provide rescue services for Scottish Terriers found in harm's way; and

Whereas, Foster Caregiver has applied for and been accepted by Rocky Mountain Scottie Rescue to provide humane foster services to a certain animal described below in order to assist with furthering RMSR's mission; and

In consideration of the covenants and obligations contained herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. RMSR will physically deliver to Foster Caregiver and Foster Caregiver hereby accepts from the RMSR a certain animal described herein as follows:

Foster Dog's Name: _____ Species: DOG

Breed: Scottish Terrier MicroChip ID#: _____

Sex: Male Neutered: Yes No Female Spayed: Yes No

Description (color, special markings, etc.):

Foster Caregiver provided ID Tag Name & Phone #:

2. Term. Foster Caregiver agrees to humanely take care of Foster Animal under the terms and conditions set forth by RMSR until Foster Animal is adopted or until such date the RMSR determines, in its sole discretion, to be appropriate ("Surrender Date"), the entire term which shall be hereinafter referred to as ("Foster Term").

3. Site Inspection. As a condition to providing foster services, Foster Caregiver agrees to let RMSR inspect Foster Caregiver's premises before RMSR transfers physical custody of Foster Animal to Foster Caregiver, and at any time during the Foster Term to ascertain and satisfy RMSR that the Foster Animal is well cared for.

4. No Claim of Ownership or Title. Foster Caregiver shall immediately, peaceably, and voluntarily deliver Foster Animal to RMSR on a date and time as requested by RMSR rescue coordinators at RMSR's sole discretion and will make no claim of ownership, title, right, or interest in and to said Foster Animal.

5. Additional Terms and Conditions. The following additional terms and conditions shall apply during the Foster Term:

a. Foster Caregiver agrees to keep a collar and identification tag on the Foster Animal at all times which identifies (i) the dog's name; and (ii) the Foster Caregiver's Name, current address and telephone contact information;

b. Foster Caregiver agrees to provide all of the requested information contained in Exhibit A to RMSR for RMSR's internal record keeping needs, and shall provide RMSR with any changes to the information contained in Exhibit A within five (5) business days of said information requiring revision to ensure that RMSR is able to maintain current records regarding Foster Caregiver.

c. Foster Caregiver agrees to retain physical custody over the Foster Animal for the sole purpose of seeking adoption for the Foster Animal and the Foster Animal will not be used as a mouser or guard;

d. Foster Caregiver will provide adequate food, medical treatment, shelter and an otherwise humane environment during the Foster Term including, but not limited to, Heartworm testing and preventative Heartworm medical treatment and will submit to RMSR all receipts and/or invoices incurred for FULL REIMBURSEMENT. To the extent determined reasonable by the Rescue Committee, RMSR will spare no expense in providing all necessary needs of the Foster Animal.

e. Foster Caregiver assumes and RMSR expressly disclaims any legal and/or financial responsibility for physical or personal damage and/or injury caused by Foster Animal to Foster Caregiver and/or any and all person(s) living in the Foster Home;

f. Foster Caregiver must maintain Homeowners/Renters insurance;

Name of Insurance Company _____

Agent's Name _____ Phone # _____

g. RMSR will maintain liability insurance coverage for any other third party;

h. Foster Caregiver agrees that the Foster Animal is the sole property of RMSR and cannot be given to or adopted by anyone without RMSR's prior written permission;

i. Foster Caregiver understands and agrees that RMSR does not knowingly misrepresent any Foster Animal's age, condition of health or temperament;

j. Foster Caregiver agrees to comply with, at Foster Caregiver's own effort and expense, any and all applicable laws, regulations and policies governing the possession and maintenance of Foster Animals;

k. RMSR agrees to reimburse Foster Caregiver for veterinary care expenses associated with the Foster Animal so long as such care is agreed to in advance by phone, e-mail, or in writing, between RMSR and Foster Caregiver;

l. Foster Caregiver is granted the Right of First Refusal should they wish to ultimately adopt the Foster Animal subject to the following conditions:

- * If in compliance with any and all laws, ordinances, rules, regulations, orders, agreements and/or contracts of any and all governmental or quasi-governmental authorities, landlords, homeowners and/or neighborhood associations, affecting dog ownership.
- * All adoptions require the approval of the RMSR Rescue Committee.
- * Foster Caregiver must submit an adoption application.
- * Foster Caregiver has not adopted from RMSR in the past 2 years.
- * The RMSR Rescue Committee may grant an exception in the case of: an elderly dog, a medical needs dog, a dog with behavior issues, and/or when such an adoption would be in the best interest of the dog.

m. Notwithstanding any other provision set forth in this Agreement, Foster Caregiver understands and agrees that RMSR reserves the right to, in its sole discretion and at anytime, reclaim the Foster Animal during the Foster Term.

6. Release. Foster Caregiver agrees, in consideration for being permitted to participate in the RMSR foster program, on behalf of Foster Caregiver, its assignees, heirs, distributes, guardians, and legal representatives, that it will not make any claim against, sue or threaten to sue or attach or otherwise proceed against the RMSR, its trustees, board of directors, officers, members, volunteers, contractors, agents, predecessors, successors, or other representatives or its property for any injury or damage resulting from any act, omission, negligence or other acts, howsoever caused as a result of or in connection with the foster services provided to the RMSR.

7. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflicts of laws principles.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

Foster Caregiver Name [Printed]

Foster Caregiver Name [Printed]

Foster Caregiver Signature

Foster Caregiver Signature

Date

Date

RMSR Representative Name [Printed]

Date

RMSR Representative Signature

Exhibit A

Foster Caregiver's Information

Name _____

Address _____ Apt. No. _____

City _____ State ____ Zip _____

Phone #1 (_____) _____ Phone #2 (_____) _____

No. of Children in Household _____ Ages _____

Lived with an animal before: __ yes / __ no

Fenced yard? __ yes / __ no

Other animals currently in the home:

Type of Animal(s) (dog, cat, bird, bunny, etc.)	Name	Age
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____