



## **AGREEMENT TO BE A VOLUNTEER FOSTER HOME FOR OUR PACK, INC.**

Name:  
Date:  
Address:  
Home Phone:  
Work/Cell Phone:

### **Description of Foster Dog**

Name:  
Microchip #:  
DOB:  
Sex:  
Colors/Description:

**CARE:** I agree to care for my foster dog according to the guidelines for Our Pack, Inc. (from here on referred to as PACK) foster homes. I will consult with PACK regarding housing, feeding, exercise, and health care of my foster dog. I will notify PACK within 24 hours of any change in the health, behavior, or status of my foster dog.

**Vet info:**

### **Training & Behavior**

I agree to attend \_\_\_\_\_ PACK training classes so that my foster dog can continue the obedience work that makes him/her a good ambassador for the breed.

**VET COSTS:** I understand that in order to have medical expenses for my foster dog covered, prior arrangements must be made with PACK. In the case of life threatening emergencies, PACK agrees to pay up to \$350 to stabilize the dog until a PACK rep can be reached for consultation. I understand that, outside of life-threatening emergencies, unexpected vet costs must be paid by me if these arrangements have not been made if the emergency is a result of neglect in the foster home. Spay/neuter surgery will be paid by PACK as long as the surgery is done by a vet previously agreed upon.

**CHANGE IN STATUS:** I agree to notify PACK prior to or immediately after any potential change that could affect my foster dog. These changes include but are not limited to: addition of another animal in my residence, the addition of another person living in my residence, and/or change in my residence. I also agree to notify PACK immediately about any problems that I may encounter in providing care. If at any time I

am unable to meet the requirements of food, housing, exercise, and vet care for my foster dog, I agree to contact PACK immediately. I have the option of returning the foster dog to PACK after giving a minimum 48 hours notice.

**CHANGES IN DOG'S BEHAVIOR:** I agree to notify PACK immediately if I note any changes or concerns in my foster dog's behavior.

**SAFE CONFINEMENT:** I understand that I must provide safe indoor (human) housing for my foster dog at all times and that I cannot relocate my foster dog to another address unless I have specific permission from PACK. I agree to adequately confine my foster dog on my property at all time and to keep a collar and tags on my foster dog at all times. I agree to keep my foster dog on leash at all times when off my property. I agree to always closely monitor my foster dogs interactions with other animals, whether on my property or not. I understand that PACK requires I separate my foster dog from all other animals when left alone in my home or otherwise left unsupervised. I understand that if I leave my foster dog alone unconfined with any other animals, whether in my home or not, that I am doing so of my own volition and in express contradiction to PACK guidelines. I understand that I am responsible for any fees or damages that may result from my foster dog if he escapes from my property.

**LEGAL OWNERSHIP:** I understand that the foster dog in my care legally belongs to PACK and that ownership cannot be transferred without prior written approval from PACK. Although my recommendations for a new home for my foster dog will be sought and considered, PACK has final authority on transfer of the foster dog to a new home. Any adoption of my foster dog must take place in accordance with the PACK adoption policies and the adoption contract must always be signed.

**ADOPTION:** I understand that before I can transfer ownership of my foster dog to myself or a member of my family, I must obtain prior approval from PACK and an adoption contract must be signed.

**PROMOTION OF FOSTER DOG:** In order to help facilitate adoptions, I agree to attend with my foster dog PACK adoption/information events at various selected sites or to arrange to have another rep bring my foster dog to the event. I agree to make arrangements such that photos of my foster dog can be placed on the PACK website and in any publications that are used by PACK. I also agree to make myself available for meetings when qualified applicants are interested in adopting my foster dog.

**LENGTH OF CARE:** I understand that fostering a Pit Bull can be a long-term commitment that could last from 2 months to possibly a year or more.

**I understand that PACK has the right to remove the foster dog from my care at any time for violating any part of this agreement or otherwise at its sole discretion for any reason. PACK retains sole ownership of this foster dog unless and until both a PACK rep and an adopter have signed an adoption contract. My understanding is emphasized and acknowledged by my following initials.**

\_\_\_\_\_ Foster home initials

I hereby accept possession of and responsibility for the foster dog and agree to release and discharge PACK forever from liability for any injury or damages to any person or property caused by the foster dog, and from any causes of action, claims, suits, or demands whatsoever that may arise as a result of such injury or damages. By assuming all risk of future liability that arise from actions or the presence of the foster dog, I acknowledge that PACK cannot and does not in any way guarantee the behavioral tendencies, health, social adjustment, or personality of the adopted animal. My understanding is emphasized and acknowledged by my following initials.

\_\_\_\_\_ Foster home initials

I agree that any dispute between PACK and myself, arising out of the foster care or this foster agreement shall be decided by neutral arbitration in accordance with Chapter 3, Title 9 of the California Code of Civil Procedure (C.C.P. Sec. 1282, et seq. (2003)) and not by court action except as provided by California law for judicial review of arbitration proceedings. The parties to any arbitration under this agreement shall have the discovery rights provided in the California Code of Civil Procedure 1283.05. The arbitrator shall be a retired California Superior Court judge or a licensed California attorney with at least five years of contract litigation experience. If the parties herein cannot agree on an arbitrator within six months of the first demand by either one of the parties to enter into arbitration, the Superior Court of California, County of Santa Clara, shall choose one for them. The parties shall each bear their own share of costs and fees incurred in the arbitration proceeding pending final decision by the arbitrator. After the date of formal demand of arbitration, the prevailing party in any action or proceeding regarding this agreement shall be entitled reasonable attorney's fees and costs incurred in such action or proceeding or in efforts to negotiate the matter regardless of whether the matter reaches arbitration. Should the action or proceeding end in a final decision by an arbitrator, the arbitrator shall award and include all costs and attorney's fees to the prevailing party in the final decision. Both parties understand that PACK would be unable to perform its animal rescue operation in any form without being able to submit any and all disputes arising out of the foster care or agreement to binding arbitration to the EXCLUSION OF ANY COURT ACTION. Therefore, I expressly initial the corresponding blank space below as express emphasis of my understanding and acknowledgement of the necessity and binding nature of this Arbitration Agreement.

\_\_\_\_\_ Foster home initials

**Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or**

**agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment, or warranty outside those expressly set forth in this Agreement.**

I have read the above agreement and I agree to abide by the policies listed within it.

PACK Fosterer: \_\_\_\_\_ Date: \_\_\_\_\_

PACK Fosterer: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
PACK Representative: \_\_\_\_\_ Date: \_\_\_\_\_