



Foster Care Agreement

Foster Animal Name _____ Sex _____ Age _____

Microchip Number _____ Description/breed _____

Foster Parent's Name (please print) _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Cell _____ Work _____

Email _____ Driver's License Number _____

Happy Jack Cats, Inc., an Idaho nonprofit organization, services primarily the Boise/Meridian area. In this agreement it is called "**HJC**."

The foster parent has met the requirements for serving as a foster parent for animals from **HJC** and is called "**Foster Parent**" in this agreement.

This agreement is between **HJC** and the **Foster Parent** for the purpose of socializing certain animals and preparing these animals for successful adoptions into forever homes.

1. Care of the Animal

- Provide a foster home for the above-named animal period of _____ weeks from the date noted below.

- Provide shelter, fresh water, wholesome food, adequate playtime/exercise and loving attention to the foster animal.
- Immediately notify the **HJC** foster office if the animal is ill or injured and, in an emergency situation and if the **Foster Parent** is unable to reach the **HJC** foster office, obtain immediate licensed veterinary care if the foster animal becomes ill or is injured.
- Take the sick or injured foster animal to the **HJC** foster office or to a pre-approved veterinary clinic in the locality in which the **Foster Parent** lives.
- Return the foster animal to **HJC** when the foster period ends; if the **Foster Parent** must or is required to return the foster animal before the foster period has elapsed, the **Foster Parent** will contact **HJC** and keep the animal until **HJC** arranges to retrieve it.
- Keep a foster cat and/or kitten indoors at all times.
- Never tie up or chain the foster animal at any time.
- Discuss the advisability of caging a foster cat and/or kitten with the foster office.
- Never leave the foster animal in a car for an extended period of time, and never in the hot summer months for any amount of time without air conditioning.
- Always transport the foster cat in a carrier, but never in the bed of a pickup.
- Cover the carrier in cold weather.
- Never give or sign over the foster animal to any other person or shelter.
- In the event the animal is impounded by an animal care and control agency, the Foster Parent agrees to ask the officers immediately to scan the animal for a microchip and to call **HJC**.

2. **HJC's Obligations.** **HJC** agrees to:

- Pay the fees for care at a pre-approved veterinary clinic.
- Supply food to the Foster Parent for the foster animal.
- Evaluate the foster-parent/foster animal relationship after the first three weeks, and at six weeks, nine weeks, and twelve weeks.

3. **Lifetime Commitment and Euthanasia.** HJC makes a lifetime commitment¹ to its animals. If the Foster Parent should be unable or unwilling to care for
4. ²the animal, the **Foster Parent** shall not under any circumstances abandon, give away, allow to run away, surrender to a shelter or animal care and control or law enforcement officials or euthanize or have euthanized any animal that he or she has received from HJC. If a licensed veterinarian recommends euthanasia, the **Foster Parent** agrees to notify HJC before the euthanasia and speak directly with _____ and provide the name and contact number of the veterinarian, and the veterinarian and HJC will make the decision as to euthanasia.
5. **Seizure and Impoundment of the Animal.** If the animal shall, for any reason, be picked up by local law enforcement or animal control, the **Foster Parent** will immediately contact HJC by phone or email and inform a representative of HJC directly that the animal has been picked up and impounded and the animal's location. **Foster Parent** shall also in that event inform the authorities holding the animal that the animal is the property of HJC and may be micro-chipped, provide contact information for HJC to the authorities and request that the authorities contact HJC immediately. Under no circumstances will **Foster Parent** agree to or allow the euthanasia of the animal.
6. **No Representations.** The **Foster Parent** understands that HJC does not guarantee the health, temperament, or training of the above animal.
7. **Termination.** This agreement may be terminated by HJC at any time, and by the **Foster Parent** in which case, the foster animal is to be returned to HJC. Upon notice of termination by either party, **Foster Parent** will keep the animal safe and continue to house and care for the animal as required by this agreement until arrangements can be made for return of the animal to HJC. Foster Parent agrees to cooperate in efforts, including helping with necessary arrangements, for the safe return of the animal to HJC

Foster Parent Initials

8. **Not Assignable.** This agreement is not assignable by Foster Parent.
 9. **Photographic and Audio Release.** The **Foster Parent** expressly grants **HJC** permission to make photographic or video or audio recordings of the **Foster Parent** with the animal or during participation in an **HJC** or other event. The Foster Parent grants **HJC** right to all photographic images and video or audio recordings made. This includes, but is not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. The **Foster Parent** understands and agrees that **HJC** may use these photographs or recordings to promote **HJC** and its mission, including **HJC** events and work, and for fundraising and other purposed **HJC** decides are appropriate.
 10. **Release.** The **Foster Parent**, and for his/her spouse, heirs, executors, personal representatives and assigns, agrees never to bring a claim or suit against **Happy Jack Cats, Inc.** The **Foster Parent** releases **HJC** and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from the adoption or behavior or actions of the animal. The **Foster Parent** understands this agreement discharges **HJC** and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors, and assigns from any liability for **HJC's** own negligence or liability that may result in bodily injury, personal injury, illness, amputation, scarring, death property damage or other loss to the Foster Parent.
 11. **Indemnity Agreement.** The **Foster Parent** and for his/her spouse, heirs, executors personal representatives, and assigns, agrees to indemnify and hold **HJC** harmless for all bodily injury, personal injury, illness, amputation, scarring, death, property damage or other losses including attorney's fees and costs of litigation that result to anyone else or any other entity because of the **Foster Parent's** negligence or liability. This includes lone acts or omissions by the Foster parent as well as the combined acts of the **Foster Parent** with others.³
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12. **Change of Address.** In the event that the **Foster Parent** moves, he or she agrees to contact **HJC** with the change of address information, so that all records can be updated and microchip information can be changed.

13. **Other.** The Foster Parent expressly agrees the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. The **Foster Parent** agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement. This is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises.

All disputes under this agreement will be settled by binding arbitration.

The Foster Parent agrees that he/she is legally competent to enter into this agreement, and this agreement is binding upon the heirs, assigns, successors, personal representatives, and executors of both parties.

This agreement is entered into this _____ day of _____, 20____.

Signature of Foster Parent

Date

Agent for Happy Jack Cats, Inc.

Foster Parent should initial every page

