

Foster Care Agreement Between Pet Owner and Foster Provider

The Humane Society of the United States (HSUS) provides this form as a sample. If you plan to use this sample form, The HSUS strongly suggests that you review it carefully and have it reviewed by your attorney before using it.

This agreement made this _____ day of _____, 200____ by and between _____ (hereinafter called "Owner"), and _____ (hereinafter called "Caregiver"). Owner is the owner of the animal described below:

Animal Name: _____
Species: _____ Breed: _____
Male: _____ Neutered? Yes No
Female: _____ Spayed? Yes No
Description (color, special markings, etc.):

Owner is unable to care for this animal; and Owner desires the Caregiver to hold said animal for Owner in Owner's absence until his can reclaim the animal. The Owner recognizes that the Caregiver cannot hold said animal for Owner for an indefinite period of time. In consideration of the premises and the covenants herein contained, it is agreed between the Caregiver and Owner as follows:

1. Owner hereby delivers to and deposits with the Caregiver said animal.
2. Upon the Owner's return to the _____ area, the Caregiver will return the animal to Owner, which will be accomplished as soon as is practical.
3. Due to the unknown duration of care, and the need of the Caregiver to know when the foster arrangement will be concluded, Owner agrees that the Caregiver will not be responsible for keeping the animal any longer than twelve (12) months from the date of this Agreement; further if Owner does not return to the _____ area and accept return of the animal within said twelve (12) month period or if Owner states in writing to the Caregiver that he no longer desires return of said animal, then Owner relinquishes any claim, right, title, or interest in said animal; and the said animal becomes the property of the Caregiver and the Caregiver may exercise complete discretion as to what to do with the animal.
4. Owner may extend the twelve (12) month period stated above if Owner gives written notice to the Caregiver at least thirty (30) days before the end of said twelve (12) month period that he wants to extend for up to an additional (12) months the duration of his foster care agreement. If Owner does so, then this Agreement will continue for the additional time which Owner requests in writing up to but no longer than an additional twelve (12) months.

5. Caregiver agrees not to alter in any way the appearance of the animal being fostered without written permission of the Owner. This includes declawing and cropping of ears or tails.
6. Caregiver agrees to provide adequate food, water, shelter, and humane treatment for said animal at all times. In addition, Caregiver agrees to adhere to all state and local animal laws. Foster Caregiver agrees to follow all oral and/or written additional instructions from the Owner.
7. If said animal dies or becomes accidentally injured, ill, or lost, Owner does not hold the caregiver responsible and releases the Caregiver from any claim arising from said injury. In addition, if said animal bites or injures any human or other animal, Owner will hold harmless and indemnify, and protect the Caregiver, from any claim or suit filed by anyone as a result of such an incident.
8. The Caregiver reserves the right to seek veterinary care without approval by the Owner. The pet Owner acknowledges that should medical care and attention for the animal be warranted, the Owner authorizes up to \$_____ to be provided to cover the cost for care. If care exceeds this amount, the Caregiver reserves the right to euthanize the animal. In addition, the Caregiver reserves the right to euthanize the animal should a veterinarian deem the animal's health to be so impaired that to sustain the animal would be inhumane.
9. This Agreement is the entire agreement of the parties, and there are no oral promises or representations made in addition to this contract and it may only be changed in a writing signed by both the Caregiver and Owner.

_____	_____
Foster Caregiver	Owner
_____	_____
Address	Address
_____	_____
City, State, Zip Code	City, State, Zip Code
_____	_____
Phone Number	Phone Number
_____	_____
Date	Date

The HSUS would like to thank the American Humane Association, Kentucky Humane Society, and the Animal Welfare League of Arlington for allowing us to use some of their materials in creating this program and some of these forms.