



# S'Wheat Rescues & Adoptions, Inc.

10101 E. State Rte. 150 • Kansas City MO 64149

Tel: 816.506.7283 • Fax: 816-222-0431

[www.wheatenterrierrescue.org](http://www.wheatenterrierrescue.org)

## FOSTER CONTRACT

Name: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date of Birth: \_\_\_\_\_ ID/License Number and State: \_\_\_\_\_

Employer: \_\_\_\_\_ Work Hours: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_

Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Name of Dog: \_\_\_\_\_  Purebred Wheaten  Wheatable (mixed)  Other

DOB of Dog: \_\_\_\_\_ Sex:  Male  Female Spayed/Neutered?  Yes  No

WHEREAS, \_\_\_\_\_

(hereinafter "**Foster**") desires to foster a Dog for S'Wheat Rescues (hereinafter "**Rescue**" or "**Rescuer**".) NOW, THEREFORE, in further consideration of the facts and mutual covenants hereinafter set forth, the parties do hereby mutually agree and contract as follows:

**1. Release from Liability:** Foster understands, promises and agrees to forever release, discharge and covenants to hold harmless rescuer, rescuer's heirs, administrators, executors, successors, and assigns from any and all claims, damages, costs, expenses, loss of services, actions and causes of action affecting said Foster arising out of any act or occurrence from the present time on account of the fostering of Dog. In addition to any other types of damages, this clause specifically releases Rescue from any liability from injuries or illness to foster or other parties, including fosters personal pets and other animals, caused by dog bites, scratches, illness or any actions of said Dog.

**2. No Representations:** Foster hereby declares that no representations about the nature, condition, health or breeding of Dog nor any representations regarding the nature and extent of legal liability or of financial responsibility have induced Foster to sign this contract. Foster understands that Rescue rescues and places dogs that are both purebred and mixed breed and the actual breed or breed mix will have no bearing on the validity of the terms of this Agreement.

**3. Ownership:** Foster understands and agrees that Dog is the property of the Rescue. Foster does not have any controlling interest or ownership to said Dog; all such rights remain fully and forever with the Rescue. Dog shall not be sold, given to, placed in the care of, offered or delivered for adoption to another person, organization or any other entity including, but not limited to, a family member, friend, rescue facility, research facility, or shelter. Dog must be returned to Rescuer if, for any reason, Foster can no longer care

for Dog. Foster agrees to deliver Dog within 50 miles of their home upon the request of the Rescue when either party terminates this agreement. Violation of this agreement will result in travel costs, court costs and attorneys fees payable by Foster if legal action or travel is necessary for Rescuer to recover Dog.

**4. Name:** Foster understands and agrees that the name of the Dog may not, under any circumstances, be changed by Foster. **This stipulation DOES APPLY to Foster intending on adopting Dog.** Name may only be changed by an Adopter after successful completion of screening and the execution of a Adoption Contract. Foster agrees that Dog will be called by the name included in this document at all times.

**5. Veterinary Care:** Foster understands and agrees that ANY veterinary care for Dog must be approved **PRIOR TO** charges being incurred. Rescue can be contacted for authorization by email at [rescue@wheat-enterrierrescue.org](mailto:rescue@wheat-enterrierrescue.org). **All veterinary authorizations must be made by the Rescue President, Wendy Wheaton, no other individual is authorized to make authorization for any veterinary care.** Foster agrees to abide by the decision of Rescue in regards to authorizing any medical care for said Dog, including the denial of such authorization. Should Foster not get a reply to email within 24 hours, they are directed to contact the Rescue again as communication can be affected by forces not under Rescue's control. **All veterinary records and bills submitted for reimbursement must be in the name of Rescue and reflect the name of the Dog as stated in this document.** Bills that do not reflect both items cannot be reimbursed by Rescue. Foster should take a copy of this contract to the Veterinarian to ensure that all records are in Rescues' name. In the event of a life or death emergency Dog is to be immediately treated and Rescue is to be notified within 12 hours. If attending veterinarian feels that condition of or injuries to said Dog are not conducive to reasonable recovery or quality of life for Dog and attempts to contact Rescue have been made, Dog is to be humanely euthanized. Foster understands and agrees that any unauthorized veterinary care will not be reimbursed and Foster will be responsible to pay those charges.

**6. Spay/Neuter Agreement:** Foster understands and agrees that in the event that Dog is not already altered, Dog will be desexed while in the care of Foster. Upon request, Foster will obtain quotes from area veterinarians and provide to Rescue. Rescue will direct Foster as to what Veterinarian should be used and such decision is at the sole discretion of Rescue. Verification of sterilization by a licensed veterinarian will be mailed to Rescuer at the address provided or faxed to 973.302.8168 within five (5) days of the spay/neuter. Foster agrees to transport Dog to and from appointment for desexing at the direction of the Rescue

#### **7. Collars, Tags and Leashes:**

**a. Pinch, Prong or Chain Collars:** Foster agrees that a pinch, chain or prong collar (commonly known as a "choke chain" or "training chain") will only be used for training purposes and will be removed immediately after the end of a training session.

**b. Identification Tags:** Foster agrees to acquire an identification tag with their contact telephone number as well as a contact number for the Rescue which is 816.506.7283. Said tag will be attached to dog's collar while dog is in foster care. Dog is to wear the collar with ID attached at all times.

**c. Leashes:** Foster agrees to use a leash when Dog is taken outside of a securely fenced area.

#### **8. Environment:**

**a. Safety.** Foster agrees that Dog will never be left loose and unattended indoors or out. Dog will always be crated or shut in a safe room when Foster is not home or unable to supervise. Dog will not be crated or shut in with any other animal for the safety of Dog and other animals.

**b. Indoors:** Dog will reside indoors, in the Foster's home, and live as a family member and companion only. Dog will not be kept outdoors, have access to a dog door or other access to the outdoors while Foster or other responsible adult is not home. Dog may be confined to a room such as a bedroom or basement or any other room of adequate size and protected from the elements of weather if needed while Foster is

not at home. Dog may not be confined with another animal. Foster agrees not to expose Dog to harmful objects, poisons or other living creatures that may endanger Dog's life.

**c. Crating:** Dog may be crated for no longer than (8) hours at a time. The crate must be large enough for Dog to stand up, turn around and lie comfortably on his side. Dog may not be crated with another animal in the same crate.

**d. Fencing:** Dog may be allowed outside off lead if Foster's home includes a secure fence. A secure fence does not include a split rail, electric, or invisible fence or any other fencing that does not completely enclose the yard and prevent the dog from escaping. **The use of invisible, electric, or any type of fencing that delivers a shock to Dog is expressly prohibited.**

**9. Grooming:** Foster understands that Soft Coated Wheaten Terriers have a high maintenance coat. Foster agrees to keep the coat of Dog free of matts and in good condition. Dog should be combed out completely a minimum of every other day. Should professional grooming be needed, Foster agrees that such visits must be approved, in advance, by Rescue. Foster understands and agrees that any unauthorized grooming charges will not be reimbursed and Foster will be responsible to pay those charges.

**10. Feeding:** Foster understands that Soft Coated Wheaten Terriers have specific needs in the food and treats they eat as they can be prone to allergies. Dog should only be feed a high quality dry kibble and be given treats that contains no wheat or corn. Reading the labels on bags is imperative to insure food does not contain these ingredients.

**11. Confidentiality:** Foster understands and agrees that Dog is the property of Rescue. Foster states that he or she is not in any way affiliated with any other Wheaten rescue or members of any other rescue. Foster agrees to keep all information regarding said Dog and S'Wheat Rescues, its owners, members or veterinarians or any other information in total and complete confidence both during and after the foster period. **Foster understands and agrees that this clause expressly prohibits the posting of any photos, videos and/or information about Dog or the Rescue to Facebook, Twitter or any other social media or website, with the exception of the Facebook group "Soft Coated Wheaten Terrier Owners & Rescue Friends" which is run by Rescue.**

**12. Rescuer's Reservation of Rights:**

**a. Inspection:** Rescuer reserves the right to inspect Dog and the premises on which Dog is kept for the sole purpose of determining compliance with the terms of this agreement by making a personal visit to the premises of Foster at any time during the fostering of Dog.

**b. Change in premises or telephone number:** Foster agrees to immediately contact Rescue in the event that there is any change in location of Dog or contact telephone numbers.

**c. Termination of Agreement:** Rescuer reserves the right to terminate this agreement and reclaim Dog from Foster without notice. Foster agrees that said dog is the property of Rescue and agrees to immediately relinquish said Dog to any person or facility upon written demand of Rescue or agent with written authorization to claim Dog from Foster. Foster agrees to deliver Dog to any person or facility within 50 miles of their home upon the written request of the Rescue when either party terminates this agreement.

**13. Notification:**

**a.** If Dog becomes lost, seriously injured, permanently disfigured or dies, Foster must notify Rescuer within 12 hours. Notification shall include all pertinent details regarding the current condition of Dog and the name, address and telephone number of the attending veterinarian;

**b.** Foster must notify Rescuer within two (2) calendar days after any incident involving animal control, police and/or complaints arising from said Dog.

**c.** Should Foster wish to end fostering prior to the dog being placed in a forever home, Foster agrees

to give Rescue a minimum of fourteen (14) calendar days notice in order to get a new Foster setup. Foster shall contact rescue by email at [rescue@wheatenterrierrescue.org](mailto:rescue@wheatenterrierrescue.org) and make a formal request, in writing, to end the Foster Contract.

**14. Liquidated Damages:** In the event that Foster fails to return or relinquish Dog upon the written request or demand of Rescue, Foster agrees to pay liquidated damages in the amount of fifty (\$50.00) dollars per day for every day that Foster fails to relinquish Dog or in the event that Foster surrenders Dog to anyone other than Rescuer unless Rescuer has consented, in writing, to such transfer.

**15. Legal Action:** In the event that Rescuer must travel or take legal action to reclaim Dog or otherwise enforce the provisions of this agreement, Foster agrees to pay all travel costs, court costs, damages, and attorneys fees associated with said travel or legal action.

**16. Foster's Acknowledgment of Terms:** Foster agrees to the following terms and conditions in addition to those set forth above:

- a. Dog will not be left with children at any time unattended by a responsible adult;
- b. Foster will provide Rescuer with the name, address and telephone of the veterinarian attending Dog;
- c. Dog will have adequate approved veterinary care, food, water and shelter at all times;
- d. Foster will treat Dog in a kind and caring manner and will never physically abuse or otherwise treat Dog in an inhumane manner;
- e. Foster agrees not to leave the Dog unattended or off lead outdoors under any circumstances.

**17. Entire Agreement.** This is the entire agreement between the parties concerning its subject matter and supersedes all prior negotiations and agreements, oral or written. This agreement consists of four (4) pages and 17 clauses. There are no other contemporaneous agreements between the parties relating to the subject matter of this Agreement.

**FOSTER AGREES THAT THE CONTRACT IS HEREBY SIGNED, IN ITS ENTIRETY WITH NO ALTERATIONS TO ANY OF THE 17 TERMS.**

INTENDING TO BE LEGALLY BOUND, the Foster has executed this agreement with S'Wheat Rescues on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_