



# S'Wheat Rescues

## PUPPY FOSTER TO ADOPT CONTRACT

P.O. Box 34463, North Kansas City, MO 64116  
816.506.7283 • [rescue@wheatenterrierrescue.org](mailto:rescue@wheatenterrierrescue.org)  
[www.wheatenterrierrescue.org](http://www.wheatenterrierrescue.org)

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

Address \_\_\_\_\_

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

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

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

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

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

WHEREAS, S'Wheat Rescues (hereinafter "Rescuer") has rescued and owns the following dog (hereinafter "dog"):

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

Age 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 until formal Adoption Contracts have been executed and Adoption Fees paid. 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. 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 veterinary care for Dog will be at the expense of Foster. A \$200 credit will be applied to the Adoption Fee when Adoption Contract is executed for veterinary care including shots, desexing or other veterinary care needed during foster period. Should Foster not follow through with adoption there will be no reimbursement of any veterinary bills. In the event of a life or death emergency Dog is to be immediately treated and Rescuer is to be notified within 24 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, Dog is to be humanely euthanized.

**6. Spay/Neuter Agreement:** Foster understands and agrees that in the event that Dog will be desexed while in the care of Foster. Dog must be desexed no later than: \_\_\_\_\_.  
Foster will supply the date of the desexing appointment and the veterinarian being utilized no later than 7 days prior to the above date. Verification of sterilization by a licensed veterinarian will be faxed or mailed to Rescuer at the address provided on page 1 of this Contract within five (5) days of the spay/neuter.

#### **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 at all time while dog is in foster care and collar is to be worn at all times.

c. Leashes: Foster agrees to use a leash when Dog is taken outside of a securely fenced area for its own safety and the safety of others.

#### **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 during Foster's working hours, or at any other time left alone outdoors while Foster or other responsible family member 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. 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.

d. Fencing: Dog may be allowed outside off lead if Foster's home includes an adequate fence. An adequate 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 to 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.

**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 upon demand of Rescue or agent with written authorization to claim Dog from Foster.

**13. Notification:**

a. If Dog becomes lost, seriously injured, permanently disfigured or dies, Foster must notify Rescuer within 24 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 adopted, 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 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 will pay all travel costs, court costs, damages, and attorneys, fees associated with said legal action. Both parties agree that any legal action will be under the jurisdiction of the courts in Clay County, Missouri.

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

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

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