



# FOSTERING AGREEMENT

www.LookBackRescue.org  
501(c)3# 46-3240637

## LOOK BACK Border Collie Rescue. Inc.

*Look Back*  
...the command given to search  
for more lost sheep requiring  
deep trust and teamwork

P.O. Box 1511 Duarte, CA 91009  
LBRescue@outlook.com (626) 806-5500

*Donna White, President  
Keith White, Vice President  
Ed Smith, Secretary  
Shelley Borchert, Treasurer  
Jay L. Moore, Board Member*

DATE \_\_\_\_\_

The following is a legal and binding contract between the foster(s) (Foster) and Look Back Border Collie Rescue, Inc. (LBR). After reading each section, please initial the space provided [redacted]. The initials are simply a reminder that you have read, understood and agree with each section. Failure to initial does not relieve you of your obligation under each section. If you have any questions or concerns, ask for clarification before signing the contract.

### FOSTER INFORMATION

Name (1) \_\_\_\_\_ e-mail (1) \_\_\_\_\_

Name (2) \_\_\_\_\_ e-mail (2) \_\_\_\_\_

Street Address \_\_\_\_\_ home phone# \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_ cell phone# \_\_\_\_\_

### [redacted] FOSTERING IS TEMPORARY

I (we) understand that fostering a dog, although very rewarding, requires a significant investment of time, patience and resources. All of that love is intended to prepare the dog for his/her forever home. (But, we get to keep the memories forever.)

I understand that LBR retains sole ownership of the dog and retains the right to move the dog on a temporary or permanent basis to another foster home.

I will return the dog to LBR immediately upon the request of LBR, or if for any reason I cannot continue to foster the dog.

I will get prior approval from LBR when it is necessary to use a boarding facility or a friend, relative, other foster home or any third party, if I am unable to supervise the dog personally for any period longer than one day.

### [redacted] FOSTERING AUTHORITY IS LIMITED

I will not take any dogs into the rescue or make any such commitments without prior approval of the member of LBR's board who oversees intake of dogs.

I understand that only those medical expenses which are pre-approved by LBR will be reimbursed based on satisfactory documentation.



## FOSTERING AGREEMENT

I understand that potential adopters are extensively screened by LBR and that any family, friends, co-works, or other individuals that I recommend must contact LBR and follow appropriate procedures for adoption as determined by LBR.

Under no circumstances will foster place the Dog in any home that has not been approved by LBR.

### FOSTER HEARTS

We make every effort to protect your hearts. If you chose to meet prospective adopters and you do not for any reason feel good about them or are concerned whether it is the right fit for your foster, YOU have the final veto vote. You will continue to receive follow up photos and updates from the adopters that LBR receives. If the adopter must return the dog to LBR, you will be given first chance to foster. Other foster families will be there to help you through the separation process, because for the foster parent adoption day is a very happy/sad day.

### TERMS OF CARE

I will provide the Dog with high-quality food, water, shelter, crate, grooming, bathing, affection, socialization, exercise and transport for medical care, as Foster would with their personal dogs, at Foster's expense.

I will not keep the dog confined to a crate, except when the dog will be unsupervised for a period of time or for housetraining or sleeping purposes.

I will immediately report to LBR any incidents of aggression, including but not limited to bites, growling, snarling, or destructive behavior.

I will immediately report to LBR if the dog becomes ill, injured, dies, is lost or stolen, or is seized by animal control officers.

I will provide pre-approved medications, including flea/tick and heartworm preventative treatments which are pre-approved by LBR. If such treatments are not supplied directly by LBR and I am directed to obtain them, I will be reimbursed based on satisfactory documentation by LBR.

I will provide pre-approved routine medical care at LBR's expense, which might include teeth cleaning, vaccinations, annual check-up, etc.

I will seek immediate medical attention for the dog in the case of life-threatening emergencies and contact LBR personnel as soon as possible and try to establish direct communication between the emergency vet and LBR.

I will follow the FOSTER GUIDELINES, a copy of which is available to you and may be updated from time to time, and any other recommendations of LBR, whether verbally or in writing.

I will immediately notify LBR of any change in contact information.

### PLACEMENT/ADOPTION

I understand that I may be given access to personal data, including, but not limited to, data on other volunteers, fosters, potential adopters, prior adopters, and/or communications resources and capabilities. I agree to respect and safeguard these important resources and to use them only for their intended purpose.

I will regularly report updates to LBR and provide photos for display on adoption site.



I will be courteous, helpful and honest to potential adopters and to cooperate in accommodating those who wish to see the dog with LBR's prior approval. I will provide LBR with an honest assessment of the dog's interaction with the potential adopters, their interest level, and my impression of the likely success of such placement.

I will attempt to attend adoption events and/or make the dog available for such opportunities.

I understand that I may be given sensitive information that MAY NOT be passed on to potential or actual adopters. This information might include, but is not limited to, owner-turn in identification information. Further, prior owners that turned-in their dog, MAY NOT know with whom or where the dog is placed.

**FAILURE TO COMPLY**

I understand that non-compliance with any provision of this agreement shall constitute a material breach of this contract, and LBR shall have the right to demand that the foster immediately cure any such default, or if the safety of the animal is meaningfully jeopardized, demand the immediate return of the dog without requiring legal, law enforcement intervention or court order. The adopter waives notice, demand or presentment of any contract breach, and should it become necessary, in the opinion of LBR, the adopter grants LBR the right to enter into and upon my property, and utilize any and all reasonable means to retrieve the animal.

I understand and agree that failure to comply with the terms and conditions of this contract may result in the forfeiture of the adopted dog without the need of a court order. I also agree to reimburse all legal, operational, medical, veterinary, trainer, transport, kennel and other expenses incurred by LBR and/or its affiliates, as deemed necessary, at the sole discretion of LBR to care for the adopted dog and to enforce LBR's rights under this contract. I also agree that if I were to surrender or give this animal over to anyone other than LBR or it's properly authorized affiliates, that I will be responsible for an additional charge and fee of no less than \$750 to cover the costs involved, in whole or in part, in recovering the animal from any other 3<sup>rd</sup> party.

**VOLUNTARY RELEASE / WAIVER OF LIABILITY**

I acknowledge that due to the unpredictable nature of animals, certain risks and dangers may occur while caring for an animal, including risks of injury to person and property, and that I have voluntarily agreed to foster with full knowledge of such risks and hereby voluntarily assume all of such risks.

I agree that I will not make any claims against, sue or attach any property of LBR, its directors, officers, agents, employees and/or volunteers for any injury or damage caused by any dog(s) fostered for LBR.

I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to me or third parties as a result of any action or activity of any dog(s) fostered by me from LBR. It is my intention by this instrument to exempt and relieve LBR of ALL liability for personal injury, property damage or wrongful death caused by negligence or otherwise.

I hereby agree to hold LBR and its directors, officers, agents, employees and/or volunteers harmless and indemnify them from and against any liability, claims, judgments or expenses I may incur arising out of my fostering a dog from LBR and/or my ownership or care of any such animal hereafter.

I have carefully read the foregoing, and I understand that together they constitute a disclaimer of liability by LBR and release of all claims by me. I understand that I assume all risks inherent in my decision to foster an animal for LBR and any related activities. I voluntarily sign below to evidence my acceptance of the above provisions.



**ENTIRE AGREEMENT/SEVERABILITY**

This agreement is the entire agreement between you and LBR and supersedes any prior understandings between you and LBR. No modification of this agreement is valid unless in writing, duly signed by both you and LBR. This Agreement is binding upon you and your heirs, assigns, successors, personal representatives and executors.

If any portion of this agreement or release is held invalid, it is agreed that the balance hereof shall continue in full legal force and effect.

**JURISDICTION**

This agreement is governed by the laws of the State of California.

**AGREED TO THIS DAY \_\_\_\_\_ BY FOSTER(S):**

Foster signature:

Co-foster signature:

\_\_\_\_\_

\_\_\_\_\_

Printed names: \_\_\_\_\_

\_\_\_\_\_

**AGREED TO BY LOOK BACK BORDER COLLIE RESCUE, INC.**

LBR agent: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Printed name and Title

Signature