

# PERRY COUNTY HUMANE SOCIETY, INC.,

A private, not-for-profit charitable corporation - not affiliated with any office or agency of the Perry County, Ohio, government

**P.O. Box 105**

**NEW LEXINGTON, OHIO 43764**

**740-347-4233**

## FOSTER PLACEMENT CONTRACT FOR \_\_\_\_\_ (dog's name)

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Perry County Humane Society, Inc., hereinafter PCHS, and the foster home applicant identified in the separate application (four pages) submitted to PCHS, hereinafter the FOSTER, who agrees to accept said canine on a fostering care agreement for an indefinite period of time. Legal ownership of said dog will remain with Perry County Humane Society, Inc.

### TERMS AND CONDITIONS

1. Beginning on the date this agreement is signed the foster agrees to allow representatives of the Perry County Humane Society, Inc., to periodically, upon reasonable request, see the dog to be assured of compliance with this contract and to ensure his/her well being.
2. The foster agrees to safely and humanely contain and control the animal and to abide by all applicable local municipal leash and animal control laws and state animal cruelty laws. It is further agreed that this dog will be kept as a house dog only. The foster will not transport the dog in an open vehicle or in any way endanger this dog. It is understood that the dog will not be left outside tethered and unattended.
3. The foster agrees and understands that while there is no fenced yard, the dog is to be kept on leash at all times when outside the home.
4. If this dog should ever get lost, the foster agrees to immediately contact sheltie rescue for instructions on finding the lost dog. The foster agrees to follow the search instructions provided by PCHS exactly as provided. The foster agrees to aid in the recovery of said dog.
5. The foster agrees to provide the animal with adequate companionship, adequate food, water, grooming, exercise, regular and customary health care as instructed by PCHS. It is understood and agreed that this dog is to remain on monthly heartworm preventative throughout the year. With prior approval, all medical expenses will be reimbursed by the Perry County Humane Society, Inc.
6. The foster agrees to keep ID tags on the dog and to never leave a choke collar on the dog when unattended.
7. The foster further agrees that if the animal herein being fostered proves to be unsuitable as a pet and companion animal, or, if the foster is unable, for whatever the reason, to keep the animal, it will be immediately returned to the Perry County Humane Society, Inc., and this agreement shall terminate upon receipt by the Perry County Humane Society, Inc., of the animal.
8. In conjunction with section six stated above, the foster agrees that this dog will never be taken to a shelter, humane society or permitted to be used in animal research.
9. The foster agrees to notify the Perry County Humane Society, Inc., at least ninety (90) days before they plan to permanently relocate their residence and provide that new address.
10. Both the Perry County Humane Society, Inc., and the foster agree that the Perry County Humane Society, Inc., makes no warranties or representations as to the health, condition, quality, temperament or suitability of the animal placed under the terms of this Fostering Agreement. It is agreed and understood by the Foster Home that while every effort is made to provide accurate history and assessment of a dog, PCHS does not warrant a dog regarding medical status or behavior or disposition. It is further agreed that environmental changes may effect and change the temperament of the above named dog and that PCHS has no liability or responsibility of any nature regarding later defects with the dog, or injuries or damage to any person or property which may be caused by the dog. The Foster Home agrees to release, indemnify and hold harmless PCHS and its members or representatives against any and all claims for any injury or property damage to the Foster Home or anyone else.

\*The use of the term "adoption" or "foster" in this Agreement and elsewhere by PCHS is not intended to guarantee nor imply that the terms, rights, responsibilities or other circumstances of this transaction are similar to the "adoption" or "foster care" of a child. Under Ohio law, all types of dogs are considered personal property. However, this transaction is NOT a sale, gift, nor a lease of the dog. All dogs remain the exclusive property of PCHS and must be returned to PCHS immediately upon request.

The following is a history of the animal's recent medical care and needs which has been corroborated as true and accurate by the Perry County Humane Society, Inc., to the extent reasonably possible prior to this adoption and which the foster agrees to maintain:

Medical Treatment	Date	Where
Heartworm test	_____	_____
Dewormed	_____	_____
DHLP	_____	_____
Rabies	_____	_____
Parvovirus	_____	_____
Coronavirus	_____	_____

Medications: \_\_\_\_\_

Special care/diet, if any: \_\_\_\_\_

Other: \_\_\_\_\_

Please note: Under a fostering agreement, with prior approval, all medical expenses will be reimbursed by the Perry County Humane Society, Inc. This agreement may be cancelled upon agreement of both parties or with the signing of a new contract.

11. Foster agrees to have the dog at the appointed "presentation" area (ie...Petco, Pets Supplies Plus, or any other fundraising event) at the appointed time and date, unless otherwise stated. Arrangements for transportation can be made between fostering homes, etc. Foster agrees to have the dog at any appointed vet appointments as needed.

12. Failure or refusal by the foster to comply with the provisions #1 through # 8 shall result in the immediate and permanent repossession of the animal by a representative of the Perry County Humane Society, Inc., and termination of this agreement; and, the foster consents to allowing and agent/representative of the Perry County Humane Society, Inc., to enter their property, upon reasonable notice, to effect the purpose of this clause.

13. In the event PCHS discovers the inhumane treatment of this dog, it is agreed PCHS has the right to immediately take possession of dog upon written notice to the Foster Home at the residence of the dog. It is understood and accepted by the Foster Home that home visits may be conducted by a person representing PCHS, to check on the welfare of the above named dog.

14. In the event it is determined by either a PCHS representative or the Foster Home that the dog should not remain with the Foster Home, it is agreed the dog shall be returned to PCHS (or it's appointed agent) by the Foster Home. The dog may not be transferred to another owner without the express written consent of PCHS. If euthanasia becomes necessary, it is agreed this will be performed by a licensed veterinarian, and that the dog will not be turned over to a Humane Society or Animal Shelter for this service. PCHS is available for consultation, advice and assistance in this and all other areas pertaining to the health, training, compatibility etc. of the adopted dog. It is expressly understood and agreed that the dog remains the property of PCHS at all times, and that the dog shall be returned to PCHS (or it's appointed agent) by the Foster Home upon PCHS's written notice to the Foster Home at the residence of the dog.

15. It is agreed and understood by the Foster Home and PCHS that this written agreement sets forth all promises, agreement, conditions, and understanding between them, oral or written, and that both parties have fully read and understand all of the agreement.

16. This agreement shall inure to the benefit of and be binding upon the Foster Home and PCHS and their successors or beneficiaries.

17. In the event this contract, including all its covenants and conditions are breached by the Foster Home it is agreed the Foster Home shall pay \$150.00 as damages. This amount is the best estimate by PCHS as to the costs of a breach of the contract by Foster Home. Payment of these damages shall not excuse the Foster Home from returning the dog to PCHS and does not include court costs or attorney's fees as set forth.

18. In the event of the employment of an attorney by PCHS on account of any violation of this agreement, it is agreed the Foster Home shall pay PCHS's attorney's fees and court costs as may be reasonably necessary.

19. In the event of any dispute concerning the possession, ownership, or welfare of the dog, the Foster Home expressly acknowledges and agrees: (a) that the dog is a unique and irreplaceable item of property belonging to PCHS, (b) that monetary damages cannot fully compensate PCHS for the loss of possession or control over the dog, (c) that irreparable harm will ensue to PCHS or to PCHS's property unless the dog is immediately returned to PCHS, (d) that PCHS has no adequate remedy at law other than immediate recovery of the dog by prejudgment attachment or replevin, and, (e) that PCHS shall be entitled to pre-judgment attachment or replevin to recover possession of the dog under this agreement without posting of any bond or security, and without prior notice to the Foster Home or hearing.

20. This agreement is to be construed under and according to the laws of the State of Ohio.

21. Any legal action under this agreement, related to the dog, or between PCHS and the Foster Home, shall be brought in the courts of Perry County, Ohio.

IN TESTIMONY WHERE the Foster Home and PCHS have set their signatures on this the date first above written.

The Perry County Humane Society, Inc., by:

\_\_\_\_\_  
(signature)

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

Office: \_\_\_\_\_

FOSTER HOME:

\_\_\_\_\_  
(signature)

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