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FOSTER AGREEMENT (the "Agreement")

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Alternate Phone: _____

E-mail address: _____

Herein referred to as "Foster", agree as follows:

1. Foster understands and acknowledges that Carolina P.A.W.S. is a 501 (c) (3) nonprofit organization which is devoted to helping abandoned and abused cats and dogs throughout the greater Charlotte area find loving homes. As a result, the health and welfare of any animal rescued by Carolina P.A.W.S. is of paramount concern to Carolina P.A.W.S. even after that animal is adopted. Due to the mission of Carolina P.A.W.S., Foster understands that s/he has significant responsibilities to Carolina P.A.W.S. and any animal fostered by Foster.
2. Foster agrees and acknowledges that s/he is similarly devoted to helping abandoned and abused cats and dogs throughout the greater Charlotte area and to further such goals, agrees to provide shelter, exercise, food, and love in a safe and positive environment (i.e. – foster an animal) for animals owned by Carolina P.A.W.S. which Foster and Carolina P.A.W.S. both agree are appropriate for the circumstances of Fosters' home and family life (taking into consideration any pets Foster may own).
3. In exchange for the companionship offered by any Carolina P.A.W.S. animal fostered by Foster as well as in furtherance of Foster's devotion to helping abandoned and abused cats and dogs, Foster agrees to provide shelter, exercise, food, and love in a safe and positive environment (i.e. – foster an animal) to any Carolina P.A.W.S. animals placed with Foster, pursuant to Paragraph 2, until such time as such animal(s) are adopted by a "forever home".



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4. Foster agrees and acknowledges that, while Carolina P.A.W.S. welcomes any input from Foster on an animal or potential adoptive family, Carolina P.A.W.S. has legal title to all animals it places with Foster and that Carolina P.A.W.S. shall have the sole discretion to pass title of a Carolina P.A.W.S. animal.
5. Foster agrees and acknowledges that s/he does not own nor does s/he have any legal rights with respect to any animal placed by Carolina P.A.W.S. with Foster as a “foster animal.”
6. Foster further admits and acknowledges that s/he is NOT an agent of Carolina P.A.W.S. and is not able to make any decisions on behalf of or which would bind Carolina P.A.W.S.
7. As a condition for being permitted to foster animals for Carolina P.A.W.S., Foster agrees to do the following:
 - A. To facilitate the vaccination, heartworm prevention and spaying/neutering of an animal placed with Foster by working closely with Carolina P.A.W.S. Board Members and by transporting the animal to and from the veterinarian specified by Carolina P.A.W.S.
 - B. To provide proper care to any animal placed by Carolina P.A.W.S. with Foster including shelter, shade, proper diet, fresh water, and love. Foster **agrees never to:**
 - (1) abandon any animal placed with Foster by Carolina P.A.W.S.,
 - (2) release any animal placed with Foster by Carolina P.A.W.S. to any pound,
 - (3) breed any animal placed with Foster by Carolina P.A.W.S. or sell any offspring of such animal for money or other goods;
 - (4) permit any animal placed with Foster by Carolina P.A.W.S. to be used in any scientific experiment,
 - (5) use any animal placed with Foster by Carolina P.A.W.S. for food or fur purposes or permit such use by any other person,
 - (6) permit any animal placed with Foster by Carolina P.A.W.S. to engage in any sort of dog or animal fighting for sport/entertainment, or
 - (7) permit any animal placed with Foster by Carolina P.A.W.S. to ride in the back of an open vehicles.
 - C. To physically transport and return Pet to Carolina P.A.W.S. in Charlotte, North Carolina if Foster no longer wishes to foster for said animal.
 - D. To allow Carolina P.A.W.S. or its agent to inspect Foster’s home before and AFTER placing any animal in Foster’s home for care, and to allow Carolina P.A.W.S. or its agent to remove any Carolina P.A.W.S. animal immediately from Foster’s home for any reason or for no reason, which such decision shall be made solely by Carolina P.A.W.S.

Initials of Foster: _____



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- E.* To report any change in address to Carolina P.A.W.S.
- F.* To report any incarceration to Carolina P.A.W.S.
- 8. Foster understands and agrees that if s/he or anyone in his/her family breaches any term of this agreement by failing to meet any requirement, obligation, or condition identified in this Agreement, in Carolina P.A.W.S.' sole discretion, then Foster shall immediately release possession of any animals Foster is fostering on behalf of Carolina P.A.W.S. to Carolina P.A.W.S.
- 9. **In the event that Carolina P.A.W.S., in its sole discretion, determines that it desires possession of any Carolina P.A.W.S. animal being fostered by Foster, Foster agrees and authorizes any constable, humane officer or agent of Carolina P.A.W.S. to enter the premises where such animal(s) is located, take possession of said animal(s) and deliver such animal(s) to Carolina P.A.W.S. without the necessity of any Court Order or further proceedings of any kind.**
- 10. In the event it becomes necessary for Carolina P.A.W.S. to retain an attorney to enforce the terms herein, should Carolina P.A.W.S. prevail in court all court costs and attorney's fees will be the responsibility of Foster, as described herein.
- 11. Foster agrees that s/he will not hold Carolina P.A.W.S. for any personal or property damage caused by any Carolina P.A.W.S. animal fostered by Foster and that Carolina P.A.W.S. makes no warranties, representations, or guarantees whatsoever as to the adult size, temperament, characteristic, or health of said animal and hereby disclaims all implied or expressed warranties of fitness or merchantability.
- 12. This instrument contains the entire agreement between the parties and no statement, promises, or inducements made by any party or agent that are not contained in the Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by all parties and endorsed heron.
- 13. The parties agree that this Agreement is made under and will be governed by and construed in accordance with the laws of the state of North Carolina (except that body of law controlling conflicts of law). The parties further agree that any dispute relating to the terms, interpretation or performance of this Agreement shall be brought in Mecklenburg County, North Carolina and both parties hereby submit to the jurisdiction of such courts.
- 14. Please provide name, address, and telephone number of nearest relative:

Name: _____

Initials of Foster: _____



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Address: _____

Telephone: _____ () _____

15. Additional Provisions (if applicable): _____

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year as stated below:

Foster: _____ Date: _____

Carolina P.A.W.S. Board Member: _____ Date: _____

Initials of Foster: _____