

# FOSTER AGREEMENT

I \_\_\_\_\_ am Fostering “ \_\_\_\_\_ ” (name of dog) at the address below.

\_\_\_\_\_ (Initial) I understand that the dog is still the property of the Trumbull County Dog Warden.

\_\_\_\_\_ (Initial) I understand that I am responsible for the return of the above dog within 24 hours of notification by the Trumbull County Dog Warden. The dog is the property of the Dog Warden and can be called back at any time and at the discretion of the Dog Warden. The deposit will be refunded to the person who paid the deposit upon return of the above dog.

\_\_\_\_\_ (Initial) I am responsible for the care, welfare and safety of the above dog. It shall be kept in a safe secure environment. It is my responsibility to contain the dog.

\_\_\_\_\_ (Initial) I will not and may not adopt or accept money for this dog from another person. The dog will be considered stolen property from Trumbull County. I understand that I could be prosecuted for theft.

\_\_\_\_\_ (Initial) If I wish to adopt the dog I will have to come into the Trumbull County Dog Warden’s office and complete the necessary Adoption paperwork before this date

(by: \_\_\_\_\_)insert Date. I will need to bring the dog for the microchip unless the dog is already micro chipped. The Deposit will be applied to the adoption and license fees. I understand that after 3 weeks I need to return the dog to the Trumbull County Dog Warden’s office if I do not adopt the dog. The Trumbull County Dog Warden has the right to come to my home and retrieve the dog. Should this be necessary my deposit will be forfeited.

\_\_\_\_\_ (Initial) The Trumbull County Dog Warden has the right to file theft charges against me if I do not return the dog within 24 hours after requested to do so; or after the above date if the adoption is not finalized.

\_\_\_\_\_ (Initial) I am aware that the Trumbull County Dog Warden cannot guarantee the health, temperament or habits of the dog I am fostering. Any pertinent information about the dog available to the Dog Warden at the time of this foster agreement will be made available to me.

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## **II. Dog Adopter’s Assumption of Risk, release of Liability, and Indemnification. (applicable to dog adoptions only)**

Adopter acknowledges that ownership of the dog poses dangers to people and animals. Such dangers include, by way of example and not limitation, the risk that the dog can bite, trip, and fight other animals. Adopter also acknowledges that the Trumbull County Dog Warden has limited information about the dog, and therefore cannot predict whether the dog will be suitable for the Dog Adopter’s lifestyle and household. Adopter acknowledges the Trumbull County Dog Warden has not represented, warranted, guaranteed. Or promised that the dog can be trained, that the dog is not dangerous, will never bite or be vicious, or that the dog will not exhibit other behavioral problems in the future. Foster assumes the risk of injuries, losses, damages, costs, and expenses caused by the dog. Foster further agrees not to hold Trumbull County or the Trumbull County Dog Warden responsible for injuries, losses, damages, costs and expenses caused by the dog.

In consideration of receiving the above-named Dog from the Trumbull County Dog Warden, I, the undersigned and person named above, do hereby acknowledge and agree as follows:

I am fostering the Dog with the understanding and knowledge that the Dog's disposition, temperament, and/or behavior may be different in my care and in a different environment.

I hereby release and discharge Trumbull County and Dog Warden and their respective officials, directors, officers, employees, agents, contractors, representatives, and volunteers from any and all actions, claims, demands, suits, procedures, costs, expenses, and liabilities of any kind and character, that I or my assigns, heirs, guardians, next of kin, spouse, and/or legal representatives now have or may have in the future, for any injury, death, or property damage related to adoption of the Dog. I, furthermore; agree to indemnify and hold Trumbull County and Dog Warden and their respective employees, and volunteers of any kind or character harmless from any and all claims, actions, suits, procedures, costs, expenses, arising out of fostering of the Dog

This agreement is a complete and unconditional release of all liability to the greatest extent allowed by law.

**III. Final Agreement**

This Foster Agreement supersedes all prior discussions, representations, warranties, and agreements of the parties, and expresses the entire agreement between Adopter and the Trumbull County Dog Warden. The parties confirm that, except for that which is specifically written in this Foster Agreement, no promises, representations, or oral understandings have been made regarding the animal, or anything else. This Foster Agreement may be amended only by a written instrument signed by the parties.

**IV. Severability**

If any provision of this Foster Agreement is determined to be invalid or unenforceable, such fact shall not invalidate the remaining portions thereof which shall remain in full force and effect.

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Date: \_\_\_\_\_ Amount of cash deposit \$ \_\_\_\_\_ Copy of Photo ID: \_\_\_\_\_

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

Address: \_\_\_\_\_ City, St, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Alt Phone: \_\_\_\_\_

Copy of this agreement will serve as a receipt. The deposit will only be refunded to the person who left it.

I am signing this agreement of my own free will. I have read and understand and agree to the terms of this agreement:

**Adopter Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Dog Warden Representative Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_