

## THANK DOG I AM OUT DOG RESCUE SOCIETY FOSTER APPLICATION AND CONTRACT

**PLEASE NOTE APPLICANTS MUST BE 23 YEARS OF AGE OR OLDER, BE ABLE TO PROVIDE PROOF THAT PETS ARE ALLOWED IN THEIR PLACE OF RESIDENCE, AND AGREE TO A HOME-CHECK PRIOR TO FOSTERING**

By completing and submitting the online portion of this Foster Application and Contract (the "**Agreement**"), you are submitting a fostering application for a dog rescued by the Thank Dog I Am Out Dog Rescue Society (the "**Society**"). **A representative from the Society will contact you within 72 hours of receipt of the foster application to arrange a home-check.** If your application is approved, both parties will sign a printed copy of the Agreement. When the Agreement is signed by both parties, it will be a legally binding contract.

By completing the online portion of the Agreement, you are consenting to the Society collecting and using your personal information for the purpose of assessing your application to foster a dog. The Society will not release your personal information to any third parties and will not use your personal information for any other purposes.

**Date of the Agreement between the Society and the Applicant:**

**What type of fostering are you interested in? (please select one or more below)**

- SHORT TERM (1 month or less)
- LONG TERM (more than 1 month)
- EMERGENCY FOSTER (short notice emergency) \* *the Society needs some Fosters, with no pets or children, who are willing to foster a dog on short notice in an emergency, or if one of our rescue dogs needs to be removed from his or her home for whatever reason. An Emergency Foster should be experienced with dogs.*

Are you interested in fostering with the intention or OPTION TO ADOPT the dog? YES\_\_\_\_\_ NO\_\_\_\_\_ (\*If yes, the dog will be removed from the "adoptable" list for 7 days to give you time to make your decision)

If you are interested in a specific dog, please provide name (if known):

Are you interested in FOSTERING ONLY, and not adopting? YES\_\_\_\_\_ NO\_\_\_\_\_

Applicant's Name: \_\_\_\_\_ (the "**Applicant**" or "**you**")

Applicant's Age:

Current address:

City:	Province:	Postal Code:
Phone:	Email:	

### EMPLOYMENT INFORMATION

Current employer (if applicable):

Employer address:		
City:	Province:	Postal Code:
Contact Person:	Phone:	Email:

Other (please explain):

### PET INFORMATION

Do you currently have other pets in your home? YES\_\_\_\_\_ NO\_\_\_\_\_

If yes, please list:

If yes, are these pets spayed/neutered?

Are there small children in your home? YES\_\_\_\_\_ NO\_\_\_\_\_

## THANK DOG I AM OUT DOG RESCUE SOCIETY FOSTER APPLICATION AND CONTRACT

If yes, are you comfortable introducing these children to a new pet? YES\_\_\_\_\_ NO\_\_\_\_\_

If not, would you like to speak to an expert on ways to successfully introduce your new pet to these children?  
YES\_\_\_\_\_ NO\_\_\_\_\_

### HOME AND LIFESTYLE INFORMATION

Do you own or rent your residence? RENT\_\_\_\_\_ OWN\_\_\_\_\_

If you rent, we require that you provide us with a letter during the home-check inspection from your landlord verifying that pets are allowed.

Does your residence have any breed or size restrictions? YES\_\_\_\_\_ NO\_\_\_\_\_

If yes, we will require that you provide us with a copy of any breed or size restrictions (e.g. a copy of the bylaws) and a letter during the home-check inspection from the appropriate person or authority granting approval for your pet (e.g. landlord or strata council).

Have all your family members agreed to this foster? YES\_\_\_\_\_ NO\_\_\_\_\_

Is anyone in your household against fostering a dog? YES\_\_\_\_\_ NO\_\_\_\_\_  
If yes, please explain:

How long will the dog be left alone on a typical day?

Will you leave the dog unattended with children?  
If yes, please explain:

Where will the dog live?*(please choose one below)*

INSIDE ONLY    OUTSIDE ONLY    MOSTLY INSIDE    MOSTLY OUTSIDE

Where will the dog sleep?*(please choose one below)*

INSIDE ONLY    OUTSIDE ONLY    MOSTLY INSIDE    MOSTLY OUTSIDE

Where will the dog stay when alone?*(please choose one below)*

INSIDE ONLY    OUTSIDE ONLY    MOSTLY INSIDE    MOSTLY OUTSIDE

Is there someone in your home during the day who is willing to help care for the dog? YES\_\_\_\_\_ NO\_\_\_\_\_  
If yes, please explain:

You agree to allow the Society to perform a home-check at your residence in order to assess your application for fostering:  
YES\_\_\_\_\_ NO\_\_\_\_\_

You consent to your personal information being collected by the Society for the purpose of this Agreement, to assess your application to foster a dog and that it may be used by the Society as necessary to contact you while you are fostering the dog:  
YES\_\_\_\_\_ NO\_\_\_\_\_

You consent to receiving commercial electronic messages such as emails for the purposes of the Society contacting you about your application to foster a Dog and pursuant to this Agreement: YES\_\_\_\_\_ NO\_\_\_\_\_

Do you agree to provide food for the dog? YES\_\_\_\_\_ NO\_\_\_\_\_ \*If necessary the Society will provide food for the dog while it is being fostered. The Society is a non-profit organization and would appreciate if the Applicant wishes to provide food for the duration of the foster.

## THANK DOG I AM OUT DOG RESCUE SOCIETY FOSTER APPLICATION AND CONTRACT

### Terms and Conditions

**NOW THEREFORE**, in consideration of the mutual terms, covenants and agreements made herein and the mutual benefits to be derived herefrom, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereby agree as follows:

#### 1. The Foster Dog

The Society and the Applicant agree as follows:

- (a) the Society agrees to allow the Applicant to care for and house a dog or dogs from time to time (the "Dog") pursuant to this Agreement;
- (b) the Society agrees to use reasonable efforts to find the Dog a permanent adoptive home;
- (c) the Applicant agrees to accept the care of the Dog and to provide a temporary home for the Dog (the "Foster Home") until the earlier of such time as: (a) the Dog is adopted; (b) the Dog is returned to the Society pursuant to section 8(b) below; or (c) the care of the Dog is no longer needed pursuant to sections 8(c) and (d) below;
- (d) the Society agrees to obtain and maintain the appropriate license for the Dog; and
- (e) the Society agrees to provide food for the Dog while he or she is in the care of the Applicant: YES \_\_\_\_\_ NO \_\_\_\_\_.

#### 2. Covenants of the Applicant

The Applicant covenants and agrees as follows:

- (a) to treat the Dog in accordance with the Guidelines attached as Schedule A;
- (b) to keep the Dog on a leash when the Dog is outdoors, unless the Dog is in a securely fenced area and under close supervision. The Applicant may have the Dog on a 10 or 15 foot nylon training leash but not on a retractable leash;
- (c) to notify the Society immediately for instructions if the Applicant determines that the Dog bites animals or people, or is likely to bite animals or people; and
- (d) to notify the Society immediately if the Dog is lost.

#### 3. Acknowledgements of the Applicant

The Applicant acknowledges and agrees that:

- (a) the Society is the sole and rightful owner of the Dog;
- (b) the Society is responsible for making all serious decisions regarding the Dog's welfare, including, without limitation to, medical and veterinary services; and
- (c) the Society may not know the history or temperament of the Dog.

#### 4. Representations and Warranties

The Applicant represents and warrants that:

- (a) if the Applicant rents his or her residence, that the Applicant's landlord has approved the Dog;
- (b) if there are any restrictions on pets, breed or size that apply to the Applicant's residence, that having the Dog does not contravene those pet, breed or size restrictions;
- (c) if the Applicant is required to have approval by any person or organization, that the Applicant has obtained such approval; and
- (d) to the best of the Applicant's knowledge the information the Applicant has disclosed in this Agreement and during the home-check is accurate and complete.

#### 5. Medical and Veterinary Services

Medical and veterinary services will be paid for, provided and approved by the Society (the "Approved Services"). The Applicant agrees to arrange for the Approved Services to be provided to the Dog. Any medications or veterinary services that the Applicant provides to the Dog in addition to the Approved Services (the "Additional Services") must be discussed with the Society prior to the Applicant providing any Additional Services to the Dog. The Society is not responsible for the costs of any Additional Services that have not been approved by the Society. The Applicant is responsible for the cost of any medication or veterinary services for the Dog incurred as a result of the Applicant's negligence. In the case of a life-threatening emergency where the Applicant must act quickly to provide the Dog with Additional Services, the Applicant must contact the Society within 24 hours after the Dog is treated.

#### 6. Responsibility for the Dog

The Applicant agrees that it is responsible for any loss, damage, claim, cost or expense whatsoever, including damage to persons, property or animals caused by the Dog while in the care of the Applicant. The Applicant hereby indemnifies and holds harmless the Society and any of its members, directors, officers, employees or volunteers from any loss, liability, damage, fine, interest, penalty, charge or expense whatsoever, including legal fees on a solicitor and own-client basis arising out of any damage to persons, property, or animals caused by the Dog while in the care of the Applicant pursuant to this Agreement.

#### 7. Adoption of Dog

The Applicant agrees to cooperate with the Society in arranging for potential adoptive families to meet and visit with the Dog. If the Applicant intends to adopt the Dog permanently, the Applicant must notify the Society prior to any visits by other potential adoptive families with the Dog. While the Society may give preference to the Applicant in the adoption of the Dog, there is no guarantee that the Applicant will be allowed to adopt the Dog.

## THANK DOG I AM OUT DOG RESCUE SOCIETY FOSTER APPLICATION AND CONTRACT

### 8. Transfer of Treatment

The Applicant agrees:

- (a) not to transfer the care of the Dog to another person, except as provided in this section 8;
- (b) if, for any reason the Applicant is unable to continue to care for and house the Dog, the Applicant agrees to give the Society 48 hours notice and to make arrangements for the Dog to be returned the Society;
- (c) to return the Dog to the Society within 48 hours when asked by the Society to return the Dog; and
- (d) to make the Dog available for the Society to pick up within 48 hours after being asked by the Society to return the Dog if the Applicant cannot return the Dog as set out in section 8(c).

### 9. Default

The Applicant acknowledges and agrees that if the Applicant is in default or in breach of any of its covenants and agreements under this Agreement, then: (a) all the Applicant's right to foster the Dog pursuant to the terms of this Agreement will immediately be terminated; and (b) the Applicant will return the Dog to the Society in accordance with section 8 above after being notified by the Society that it is in default or in breach of any of its covenants and agreements under this Agreement. Should the Society have to initiate any action, legal or otherwise, to regain the Dog upon a default or breach by the Applicant of any of its covenants or agreements under this Agreement, the Applicant agrees to indemnify and reimburse the Society for all costs and fees the Society incurs in obtaining the return of the Dog, including any legal fees and travel costs incurred by the Society.

### 10. Notice

Any notice required to be given to the Society may be given by email to thankdogiamout@gmail.com, or by phone to 604-722-8550, or at any such other address as may be given by the Society from time to time. Any notice to the Applicant may be given using the contact information provided for the purpose of this Agreement, including email or telephone, or at any such other address as may be given by the Applicant from time to time. A notice, if delivered personally, shall be deemed to have been given on the day of delivery, if sent by facsimile or email, at the time of sending the message, and if sent by mail, on the fifth day after the mailing of the letter.

**By signing below you are agreeing to meet the requirements of a RESPONSIBLE foster applicant, as well as all the Terms and Conditions of the Agreement.**

THIS AGREEMENT was executed by the parties as of the date first written above.

#### The Applicant

Per: \_\_\_\_\_ Print Name: \_\_\_\_\_

#### Thank Dog I Am Out Dog Rescue Society

Per: \_\_\_\_\_ Print Name: \_\_\_\_\_

### PLEASE PROVIDE TWO PERSONAL REFERENCES

Name	Phone	Relationship to you

### FOR OFFICE USE ONLY

	<u>Initial</u>
References checked by: _____ Date _____	
Application approved by: _____ Date _____	
Home Check conducted by: _____ Date _____	