



**Foster Agreement between  
Southern California Pit Bull Rescue and Dog Foster**

This Foster Agreement (this "Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date"), between Southern California Pit Bull Rescue, a California public benefit corporation ("Organization"), and \_\_\_\_\_ ("Dog Foster"). Organization and Dog Foster may each also be referred to herein as a "Party" or together as the "Parties."

Organization desires to temporarily place a rescued pit bull dog in the home of Dog Foster, as described herein, and Dog Foster desires to care for such rescued pit pull according to the terms herein. The Parties specifically agree as follows:

**ASSUMPTION OF RISK AND WAIVER OF LIABILITY**

- 1. Assumption of Risk.** Fostering a pit bull carries with it certain risks, including but not limited to: property damage and injuries or death to yourself and others from bites or attacks. Those risks cannot be eliminated regardless of the care taken to avoid injuries, and the Organization makes no warranties or representations regarding a particular dog's temperament or disposition.

**I AM AWARE THAT FOSTERING A PIT BULL CAN BE DANGEROUS AND THAT I OR A FAMILY MEMBER COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THIS DOG FOSTERING PROGRAM WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.**

I verify this statement by placing my initials here: \_\_\_\_\_

- 2. Waiver of Liability.** As consideration for being permitted by the Organization to participate in its dog fostering program, I forever release Organization and its affiliates and their officers, directors, employees, agents, successors, and assigns (collectively "Releases") from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse, and legal representatives now have, or may have in the future, for injury, death, or property damage, related to: (a) my participation in the dog fostering program or (b) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse, and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE ORGANIZATION, AND SIGN IT OF MY OWN FREE WILL.**

I verify this statement by placing my initials here: \_\_\_\_\_

**TERM, FOSTER RULES AND RESPONSIBILITIES**

- 3. Term.** The term ("Term") shall commence as of the Effective Date and shall terminate on the earlier to occur of the following: (a) the date on which the fostered dog is rehoused with a third party or returned to Organization, (b) the date on which Organization terminates this agreement for convenience pursuant to Section 5, or (c) the date on which this Agreement is materially breached by either party (the "Termination Date").

Should the Parties agree to a second or subsequent foster arrangement, the term will be deemed extended from any previous termination date to the earlier to occur of the following: (a) the date on which the last dog in Dog Foster's care is rehoused with a third party or returned to Organization, (b) the date on which Organization

terminates this agreement for convenience pursuant to Section 5, or (c) the date on which this Agreement is materially breached by either party. When such term is extended, the terms of this Agreement continue governing the relationship of the Parties.

- 4. Dog Care.** Dog Foster acknowledges that adopting a dog with an unknown disposition can sometimes be dangerous. That being the case, Dog Foster agrees to follow all of the requirements in this Section 4 to assure the safest environment for the inhabitants and pets of Dog Foster's home and the fostered dog itself. Accordingly, all of the provisions in this section are material provisions to this Agreement. Breaching any one of them shall constitute a material breach of this Agreement.

Dog Foster will be assigned a Foster Coordinator. Any time Dog Foster must make any arrangement through Organization or provide any notice or request to the Organization (except those described in Section 20), Dog Foster should consult the Foster Coordinator.

General Arrangement

Under this arrangement, Dog Foster will take a rescue dog into its home and care for it (i.e., "foster" the dog). Organization will simultaneously provide materials and/or services, as described below, for the dog during the foster period and also diligently search for a third party to permanently adopt the dog in Dog Foster's care.

Length of Foster Period

Dog Foster understands that there is no set time period for a fostering arrangement. Dog Foster understands it may take weeks or months for a fostered dog to be adopted.

If Dog Foster can no longer care for a fostered dog, Dog Foster must promptly notify Organization and make every effort to find a suitable foster or adoptive home for the pet. Organization will simultaneously diligently search to re-foster the fostered dog accordingly. However, the Dog Foster understands that it may take time to find a fostered dog a sufficient home for its needs and agrees to care for the dog for at least 90 days after notifying the Organization. After 90 days have elapsed, Dog Foster may elect to board a fostered dog at their own expense until a foster or adoptive home is found.

Initial: \_\_\_\_\_

Foster understands and agrees that during the foster period, Organization has ownership of any fostered dog. Organization may recover any fostered dog from Pet Foster at any time during the Term.

Initial "Shutdown" Period

When placing a dog in a fostering arrangement, the dog will need a reasonable amount of time to adjust to new surroundings. For the safety of Foster's household and other pets, Dog Foster must place any fostered dog into a two-week "shutdown" period. During that period, a fostered dog must remain crated and separated from all other animals in the household. At the end of the "shutdown" period, Dog Foster may slowly introduce a fostered dog to other animals in the house.

General Dog Care

Dog Foster shall accept and consider any fostered dog as a household companion and will provide the pet with a safe environment, humane treatment, and provide proper food, fresh water, shelter, and exercise. Fostered dogs must sleep indoors and be protected from the elements or other adverse conditions. Fostered dogs may not be kept outside or in a yard, nor may they roam free or remain unsupervised outside, whether or not tied or chained.

Any dog provided by the Organization must remain on Dog Foster's property unless accompanied by Dog Foster or another individual pre approved in writing by the Organization. Dog Foster may also not bring a fostered dog to a dog park, beach, dog daycare, or any other location of similar import.

Dog Foster may not give up or sell a fostered dog to another person, relative, friend, or any other individual, or any rescue group, humane association, shelter, or adoption center unless pre approved by Organization in writing. Dog Foster shall immediately notify the Organization if a fostered dog is lost or stolen and shall make every reasonable effort to recover it.

Dog Foster may not foster, adopt, or rescue any other dog without prior written permission from the Organization.

Organization will provide all necessary dog food, crates, or kennels for a fostered dog's care at no cost. Such items may be obtained through the Foster Coordinator.

Organization will also supply any fostered dog's toys and chewable items. Dog Foster may not give a fostered dog any toy or chewable item without Organization's pre approval. For the safety of Dog Foster, Dog Foster's family members or guests, and any of Dog Foster's personal pets, all approved toys or chewable items must be given to fostered dogs in secured crates or kennels supplied by Organization away from any of Dog Foster's personal pets.

Organization will not reimburse Dog Foster for any items or services Dog Foster voluntarily purchases.

Dog Foster may not abuse any dog in any manner. No dog under Dog Foster's care may be used in any aspect of animal fighting. No dog under Dog Foster's care may be the subject of any biological, chemical, psychological, or other experiment. Dog Foster may not alter any fostered dog's appearance in any way, including but not limited to, cropping or docking of ears.

Dog Foster will arrange for the Organization to visit Dog Foster's home at reasonable times to check on the wellbeing of any fostered dogs.

#### Veterinary Care

Dog Foster must schedule vet appointments through their Foster Coordinator. Dog Foster is responsible for transporting animals to and from appointments. If a fostered dog is not spayed or neutered at the commencement of the Term of this Agreement, Foster must arrange, through the Foster Coordinator, to have a fostered dog spayed or neutered at one of Organization's approved veterinary partners. Dog Foster may not use any fostered dog for any breeding. Dog Foster shall immediately notify the Foster Coordinator in the event of a fostered dog's injury, illness, or death during the Term of this Agreement.

5. **Termination.** This Agreement will terminate at the end of the Term unless terminated earlier by Organization for any reason upon written notice to the other party or if either Party materially breaches any obligation in this Agreement. In the event of a termination under this provision, termination will occur immediately upon receipt of the notice of termination, or two business days from mailing, whichever occurs first. All covenants, indemnities, guarantees, representations and warranties in this Agreement by their nature shall survive this Agreement's termination, including but not limited to those in Sections 1, 2, 3, 6, 7, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22.

### **OTHER OBLIGATIONS BETWEEN PARTIES**

6. **Non-Disparagement.** Dog Foster hereby agrees that during the term of Agreement and at all times thereafter, Dog Foster will not make any public statement, through any medium including but not limited to social media, or engage in any conduct, to disparage, defame, impugn, damage, or assail the reputation of Organization, any of its officers, directors, or agents known to Dog Foster, or cause or tend to cause the recipient of a communication to question the business condition, integrity, competence, good character, professionalism, finances, financial condition, capabilities, or product quality of Organization, any of its officers, directors, or agents known to Dog Foster as applicable, whether by virtue of the Agreement or any of the details covered by this Agreement, except as follows to: the Parties' counsel, any party when such disclosure is required by a subpoena issued by a court of competent jurisdiction, the Parties' management, officers and Board of Directors, or as required by law or order of court.
7. **Media Release.** Dog Foster grants to the Organization permission to: (a) photograph and record Dog Foster (on film, videotape, audiotape, digital media, or otherwise); (b) edit and modify any resulting photographs, recordings, other media or materials ("Photographs and Recordings"); (c) use and distribute Dog Foster's name, likeness, voice, story, comments, persona, and any written, photographic or other materials provided to the Organization or any agent of the Organization by Dog Foster ("Provided Materials"); and (d) use and distribute the Photographs and Recordings, in whole or in part, together with the Provided Materials, in any manner or media and for any purpose whatsoever at the sole discretion of the Organization, including without limitation any advertising or commercial use of any kind. The grant of permission described in this paragraph is perpetual and without limitation.
8. **Insurance.** During the Term, Dog Foster shall maintain in force an adequate homeowner's and/or renter's insurance policy which does not exclude pit bulls from liability or contain any conditions that would exclude coverage for a dog fostered from Organization. Dog Foster must provide proof the dog is covered under their policy to the Organization before receiving a fostered dog.
9. **Representations and Warranties.** The Dog Foster represents to the Organization that the Dog Foster has full power and authority to enter into this Agreement and to perform its obligations hereunder.

### **GENERAL**

10. **No Assignment.** Dog Foster may not assign any rights and obligations under this Agreement without the prior written consent of the Organization.
11. **No Third-Party Beneficiaries.** Except as specifically provided in this Agreement, this Agreement shall not be construed to confer any rights or benefits upon any person other than the Parties to this Agreement, nor shall this Agreement provide any rights to any other parties to enforce any provisions of this Agreement.
12. **Governing Law and Arbitration.** This Agreement is governed by, and will be construed in accordance with, the laws of the United States and the State of California. Any dispute, controversy, or claim arising out of or relating to the interpretation, application or performance of this Agreement, including its existence, validity, or termination, must be settled by JAMS, Judicial Arbitration and Mediation Services. The parties acknowledge that the standards of evidence and procedural rules, among other things, differ in arbitration from the rules applicable in a civil trial.
13. **Attorney's Fees.** Except as set forth in Sections 14, 15, and 17, below, each Party shall be responsible for its own attorney's fees and costs.
14. **Indemnification.** Dog Foster will defend, indemnify, and hold harmless Organization and its affiliates and their officers, directors, employees, agents, successors, and assigns from claims, demands, proceedings of any kind, damages, losses, expenses, liabilities, or costs of any kind, (including but not limited to reasonable attorneys' fees, witness fees and court costs) arising from (a) any third-party claim arising from the conduct of any fostered dog, including but not limited to property damage and injuries sustained from biting or other dog attacks; (b) any breach of Dog Foster's representations or warranties in this Agreement; or (c) any violation of Dog Foster's obligations under Section 4 of this Agreement.
15. **LIMITATIONS OF LIABILITY.** THE LIABILITY OF ORGANIZATION UNDER THIS AGREEMENT, IF ANY, AND DOG FOSTER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER PURSUANT TO THIS AGREEMENT, AND REGARDLESS OF THE LEGAL THEORY OR THE PERFORMANCE OR NON-PERFORMANCE OF THE ORGANIZATION, SHALL NOT BE GREATER THAN THE COSTS AGREED TO BE PAID BY ORGANIZATION FOR A FOSTERING ARRANGEMENT DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH SUCH CLAIM ACCRUED. UNDER NO CIRCUMSTANCES WILL THE ORGANIZATION BE LIABLE TO THE DOG FOSTER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND.
16. **No Continuing Waiver and Cumulative Remedies.** Organization's waiver or failure to enforce the terms of this Agreement or any similar agreement in one instance will not constitute a waiver of its rights hereunder with respect to other violations of this or any other agreement. The rights and remedies under this Agreement are cumulative and not exclusive of any other rights, remedies, powers and privileges that may be available under this Agreement or otherwise.
17. **No Referrals.** Dog Foster represents and warrants that it has had no contact or dealings with any referral source, broker, or agent in connection with this Agreement. Dog Foster acknowledges and agrees that Organization is not responsible for the payment of any referral fee, finder fee, commission, or other similar fee in connection with this Agreement, whether to Dog Foster or to another party. Dog Foster shall defend, indemnify, and hold harmless Organization from and against any and all claims for commission, fee, or other compensation by any person or entity who shall claim to have dealt with Dog Foster in connection with this Agreement and for any and all costs incurred by Organization in connection with such claims, including, without limitation, reasonable attorneys' fees and disbursements.
18. **Entire Agreement.** This Agreement contains the entire agreement between the Organization and Dog Foster relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, correspondence, understandings, and agreements between the Parties. This Agreement may be modified or amended only by mutual written consent of the Parties.
19. **Relationship of Parties.** The Parties agree that Dog Foster is not performing any services for Organization under this Agreement. Rather, Dog Foster is merely homing a dog on a temporary basis while that dog awaits permanent placement in a home pursuant to the protocols above, which are to help ensure the safety of all involved. This Agreement shall not be construed as creating an agency, partnership, employer/employee, joint venture, or any other form of association, for tax purposes or otherwise, between the parties. Except as expressly agreed by the parties in writing, neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever, and neither party shall hold itself out to be the agent, legal representative, partner, joint venture, or employee of the other party. Neither party shall have any obligation or duty to the other party except

as expressly and specifically set forth herein, and no such obligation or duty shall be implied by or inferred from this Agreement or the conduct of the parties hereunder.

- 20. **Notice.** All legal notices, demands, and other communications given or delivered under this Agreement shall be in writing and shall be deemed to have been given: (i) when received if given in person, (ii) on the date sent if sent by electronic mail, (iii) three days after being deposited in the U.S. mail, certified or registered mail, postage prepaid, or (iv) one day after being deposited with a reputable overnight courier. Notices, demands, and communications to the Parties shall, unless another address is specified in writing, be sent to the address indicated below:

If to Organization:

Southern California Pit Bull Rescue  
Attn: Mark Rulon  
618 Noble Road  
Simi Valley, CA 93065  
Email address: socialpitties@gmail.com

If to Dog Foster:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email address: \_\_\_\_\_

- 21. **Counterparts and Digital Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, provided each party executes at least one such counterpart. Digital and faxed signatures shall be binding as original signatures.

- 22. **Construction.** The language in this Agreement will be construed as to its fair meaning and not strictly for or against either of us. The headings of the sections of this Agreement are included for convenience only, and are not to be construed as affecting the construction or interpretation of the individual provisions of this Agreement. Should any portion of this Agreement be found void or unenforceable for any reason, the parties intend that such provision be limited or modified so as to make it enforceable, and if such provision cannot be modified to be enforceable, the unenforceable portion shall be deemed severed from the remaining portions of this Agreement, which shall otherwise remain in full force and effect. Any singular number includes the plural, and any plural number includes the singular, if context requires. Any gendered words include all gender identities.

- 23. **Social Media:** In the event you block Southern California Pit Bull Rescue, Mark Rulon or any board member on social media, you are hereby deemed adopter of said foster dog. Southern California Pit Bull Rescue relinquishes all financial responsibility to said foster dog, along with any responsibility to for an adopter or foster from here on in

24.

**Agreed to on the dates indicated below:**

**Dog Foster:** \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
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**Organization:** Southern California Pit Bull Rescue

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_