

The Foster(s) shall not chain, tether or "tie out" the Companion Animal outside for any period of time. The Foster(s) agrees not to engage in activities or training geared toward promoting "guard dog" behavior, and agrees never to use the Companion Animal to facilitate hunting, whether as a retriever, chase animal, or as a companion to any person or animal engaged in such activity.

c. The Foster(s) agrees to keep this Companion Animal as a house pet and a family member only. The Companion Animal is not permitted to live in a dark, dirty, or run-down garage, doghouse or any other outbuilding that is not protected from severe cold and heat. When the Companion Animal is outside, the Foster(s) will ensure that the Companion Animal has access to fresh water and is adequately supervised. The Companion Animal will never be permitted to run loose outside a non-fenced yard. The Companion Animal will never be permitted to ride in the back of a pick-up truck or left in a vehicle in extreme heat or cold or unattended at any time.

2. Sterilization. BREEDING OF THE COMPANION ANIMAL IS STRICTLY FORBIDDEN. If the Companion Animal has not been sterilized prior to this Foster Agreement, the Foster(s) agree to coordinate with Black Dogs & Company Rescue, Inc. to have the animal spayed/neutered at the expense of Black Dogs & Company Rescue Inc. *If applicable, the Foster(s) agrees to send Black Dogs & Company Rescue, Inc. a copy of the spay/neuter certificate signed by a licensed veterinarian who performed the surgery. If this certificate is not received within thirty (30) days of the scheduled surgery, Black Dogs & Company Rescue, Inc. reserves the right to terminate this Foster Agreement and the Foster(s) must return the Companion Animal to Black Dogs & Company Rescue, Inc.*

[] This Companion Animal is already altered and the above provision does not apply.

3. Veterinary Care. Foster(s) will notify Black Dogs & Company Rescue, Inc. in the event of illness or injury of the Companion Animal. In the event of an emergency situation, Foster(s) will provide the name and telephone number of the licensed veterinarian/emergency animal clinic so that Black Dogs & Company Rescue, Inc. can verify that care is being given to the Companion Animal. Foster(s) agrees that he/she will not euthanize the Companion Animal without first notifying Black Dogs & Company Rescue, Inc. If euthanasia is deemed necessary to alleviate the pain and suffering of the Companion Animal, it must be performed by a licensed veterinarian, or by a licensed euthanasia technician. Foster(s) agree to request and administer heartworm preventative, flea/tick preventative, and/or other preventative medications in a timely fashion (usually administered at the end of each month).

4. Collar-Licensing Tags. Foster(s) agrees that this Companion Animal will NOT wear a shock, pinch, cleat or choke collar or any similar article around the Companion Animal's neck. Foster(s) will keep the Companion Animal clearly identified and at all times with a soft cloth or canvas collar holding its identification tag with the Rescue's contact information and telephone number at minimum. The collar should be worn at all times, except if the Companion Animal is crated, when for safety reasons it should be removed.

5. Training (Dogs). Foster(s) agrees to utilize a positive reinforcement training method. Foster(s) agrees that he/she will NOT, under any circumstance, use a shock collar on the Companion Animal. Black Dogs & Company Rescue, Inc. does not permit the use of these devices for training or any other purpose.

6. Events. Foster(s) agrees to make the Companion Animal available for Black Dogs & Company Rescue, Inc. events to be seen by potential adopters. If the Foster(s) will accompany this Companion Animal to Black Dog & Company Rescue, Inc.'s events, he/she agrees to transport the animal in the safest manner possible. The Companion Animal will never be permitted to ride in the back of a pick-up truck or left in a vehicle in extreme heat or cold or unattended at any time.

7. Other Uses. The Companion Animal shall not be used for rituals, racing, fighting, hunting, medical or experimental purposes. The Companion Animal will be nothing other than a companion, a house pet, and treated as if a family member.

8. Conduct and Health of Companion Animal. Foster(s) understands that no one can predict how a dog will react in a new situation. Therefore, Foster(s) will exercise prudence and caution in introducing this Companion Animal into any new situation until the Companion Animal has become fully adjusted to its new environment and Foster(s) has had an opportunity to become familiar with this Companion Animal's unique personality. Foster(s) assumes full responsibility for the conduct of this Companion Animal, and for any damage to any persons or property while under his/her care. Black Dogs & Company Rescue, Inc. makes no explicit or implicit guarantees in reference to the health and/or temperament of the Companion Animal or whether the animal is housebroken.

9. Termination. If Foster(s) can no longer keep this Companion Animal or provide it with good care (i.e., food, shelter, attention), Foster(s) will contact Black Dogs & Company Rescue, Inc. immediately. The Companion Animal shall NOT be abandoned, disposed, sold, given to, or fostered to anyone else, nor shall there be any transfer of ownership to any firm, corporation, or organization of other homeless animals, such as another rescue facility, or animal shelter without express written permission from Black Dogs & Company Rescue, Inc. Foster(s) will inform Black Dogs & Company Rescue, Inc. if the Companion Animal has developed any behavioral or medical conditions, which make finding another home inadvisable.

10. Further Contact. Foster(s) understands that Black Dogs & Company Rescue, Inc. may contact him/her for further verification of this Companion Animal's welfare. Foster(s) will cooperate by providing whatever information is requested and Foster(s) will permit representatives of Black Dogs & Company Rescue, Inc. to visit the home if so requested. Foster(s) will keep Black Dogs & Company Rescue, Inc. informed of any changes of address, e-mail address or telephone number so that Foster(s) can be contacted for the duration of the Companion Animal's stay.

11. Lost Companion Animal. Foster(s) agrees to make a serious effort to find the Companion Animal if it becomes lost by IMMEDIATELY:

- i. filing lost reports with the local police, animal control, animal shelters and local veterinarians;
- ii. posting lost animal signs; and
- iii. contacting Black Dogs & Company Rescue, Inc. for additional advice. If the Companion Animal becomes lost, Foster(s) agrees that he/she will notify Black Dogs & Company Rescue, Inc. immediately.

12. Repossession; Breach of Agreement. Foster(s) understands that in the event he/she does not follow the terms of this Foster Agreement or Foster(s) neglects or abuses the Companion Animal, Black Dogs & Company Rescue, Inc. or an appointed agent (i.e., other animal authority) has the right to take possession of the Companion Animal immediately and Foster(s) will turn Companion Animal over Black Dogs & Company Rescue, Inc. or its Agents upon demand. The Foster(s) agrees to pay Black Dogs & Company Rescue, Inc. any and all expenses, including court costs and reasonable attorneys' fees, in enforcing the terms and provision of this Foster Agreement.

Black Dogs & Company Rescue, Inc. may use self-help to obtain return of the Companion Animal, if it can do so without causing a breach of the peace. In the event that Black Dogs & Company Rescue, Inc. recovers the Companion Animal, either upon demand, by self-help, or by means of court action, Foster(s) waives any right demand, cause of action or suit he/she may otherwise have against Black Dogs & Company Rescue, Inc., its members, trustees, volunteers, and agents, including but not limited to, trespass, suit to recover the Companion Animal, injunction, ex-parte or permanent, and any

claim for damages while in the care of the Foster(s), and any other expenses related to the Companion Animal.

13. No Representations. Foster(s) fully understands that this Companion Animal was previously unwanted or lost and may have been rescued by Black Dogs & Company Rescue, Inc. from a dangerous, unhealthy and/or cruel situation. This could have long-lasting effects on the Companion Animal. Foster(s) agrees that Black Dogs & Company Rescue, Inc. is making no representations or warranties about the health, personality or temperament of the Companion Animal. Black Dogs & Company Rescue, Inc. may have furnished the Foster(s) with limited information of the Companion Animal which Black Dogs & Company Rescue, Inc. has no reason to believe is false, but Black Dogs & Company Rescue, Inc. and its, members, trustees, volunteers and agents do not represent that such information is accurate. Foster(s) agrees that he/she has fully and freely examined the Companion Animal and has based his/her decision to foster upon his/her evaluation of the Companion Animal.

14. Liquidated Damages. The Release Statement below releases Black Dogs & Company Rescue, Inc. from any and all liabilities hereinafter arising with respect to this Companion Animal's behavior, actions, health or performance. Foster(s) therefore forfeits any right to sue Black Dogs & Company Rescue, Inc., its members, trustees, volunteers and/or agents. Foster(s) understands that in the event he/she gives false information or does not follow the terms of this Foster Agreement, Black Dogs & Company Rescue, Inc. may reclaim this Companion Animal and start legal proceedings against Foster(s) at Foster's expense, and may assess monetary damages in the amount of \$1,500.00 plus legal fees, against Foster(s).

15. Governing Law. This Foster Agreement shall be governed by the laws of Maryland.

16. Entire Agreement; Modifications; Binding Effect. This Agreement is the entire agreement between the Foster(s) and Black Dogs & Company Rescue, Inc., and supersedes any prior understanding between all parties with respect to the subject matter hereof. No modification of this Foster Agreement will be valid unless in writing duly signed by all parties. This Foster Agreement is binding on all successors, heirs, assigns, executors and personal representatives.

17. Other.

18. Release Statement. Foster of the Companion Animal identified in the Preamble of this Foster Agreement, agrees, understands and promises to forever release, discharge, indemnify and hold harmless Black Dogs & Company Rescue, Inc., its members, trustees, volunteers or any of its agents or representatives, or any other person associated with Black Dogs & Company Rescue, Inc., their heirs, administrators, executors, successors and assigns from any and all claims, damages, costs, expenses, loss of services, actions and causes of action arising out of bodily injuries, mental anguish or property damage or any other occurrence from the present time on, caused by the fostering of this Companion Animal. This includes any and all loss, damage, fees and expenses (including legal or medical fees) by reason of liability imposed by law upon Black Dogs & Company Rescue, Inc. or any of its agents or representatives, heirs, administrators, executors, successors and assigns because of bodily injuries or death to any person(s), or animal, including the Foster(s) or third parties, or any damage to property arising out of or in consequence of the placement of this Companion Animal, howsoever such injuries, death or damage to property may be caused, whether or not the same may have been caused by, or may be alleged to have been caused by, negligence of the aforementioned parties or any of their agents or representatives, or any other person connected

with Black Dogs & Company Rescue, Inc. Foster(s), the undersigned, assumes sole responsibility for all manner of actions and causes of actions, suits, debts, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever arising out of possession and/or the placement of this Companion Animal.

In addition, Foster(s) hereby agrees that Black Dogs & Company Rescue, Inc., its members, trustees, volunteers, agents or representatives, any other person associated with Black Dogs & Company Rescue, Inc., their heirs and assigns, successors and executors, will not and cannot be held responsible for the conduct, behavior, or disposition of this Companion Animal. Foster(s) shall assume all responsibility for damages, suits, debts and actions that arise from fostering of this Companion Animal. Foster(s) realizes that he/she hereby relinquishes any right to take any legal action whatsoever against Black Dogs & Company Rescue, Inc., its members, trustees, volunteers, agents, representatives, heirs, administrators, executors, successors and assigns. Unconfirmed and unverifiable information has been voluntarily provided to Black Dogs & Company Rescue, Inc. by its former owner, if known, but Black Dogs & Company Rescue, Inc. has undertaken no investigation with regard to the history or physical condition of the Companion Animal other than given by the previous owner (if known). Black Dogs & Company Rescue, Inc., its members, trustees, volunteers, and any other agents or representatives, executors, successors, agents and assigns, make neither warranty nor guarantee, expressed or implied, as to the physical, medical, mental or behavioral condition of this Companion Animal, its background or its suitability or compatibility. Foster(s) therefore hereby releases Black Dogs & Company Rescue, Inc., and all of its members, trustees, volunteers, agents, representatives, heirs, administrators, executors, successors and assigns from any and all responsibility with regard to this Foster Agreement, which Foster(s) undertakes voluntarily and with full knowledge of the above release and its implications.

I certify that I am at least eighteen years of age, that I am fully competent, and that I have not been coerced or induced to enter into this Foster Agreement. I have read and understand the terms of this Foster Agreement and Release Statement by signing and dating below.

Foster(s)

Signature: _____

Printed Name: _____

Date: _____

Street Address: _____

City, State & Zip Code: _____

Phone: _____

Alt Phone: _____

Email: _____

For Black Dogs and Company Rescue, Inc.

Volunteer's Signature: _____

Volunteer's Printed Name: _____

Date: _____

Board Member's Signature: _____

Board Member's Printed Name: _____

Board Member's Title: _____

Date: _____

Version 03/2015: This version supersedes any prior versions.