



## **Bernese Auction Rescue Coalition**

# **Foster Agreement**

## **I. Purpose and Scope of Agreement**

It is agreed:

The foster individual(s) acknowledge(s) the purposes and aims of Bernese Auction Rescue Coalition, Inc. (BARC, Inc.) and recognizes the reasonable interest in assuring the proper and humane treatment of rescue Bernese Mountain Dogs (BMDs) during temporary placement with the foster home.

The foster individual(s) represent(s) that no member of his/her family has been charged with cruelty to animals and agree(s) to accept the following conditions and restrictions in order to be eligible to provide a foster home for rescue Bernese Mountain Dogs.

**WHEREAS** Foster wishes to foster one or multiple BMDs for BARC, Inc., this agreement holds binding for any and all future dogs fostered for BARC, Inc., even if there is a hiatus between fostering.

Now, therefore, for good and valuable consideration, the parties to the agreement agree as follows:

## **II. Responsibilities for Daily Care**

Foster will provide compassionate and loving care for whatever BMD is taken into the home for as long as necessary until the BMD has been successfully placed in a permanent home. This care includes—but is not limited to—nutritionally adequate food, water, shelter, and medication when required.

Foster will be patient and tolerant during the transition period (which can last from a few days to a few months). Foster is prepared to work with the BMD on basic training, such as housebreaking.

Foster will keep the BMD primarily inside the home; the BMD will not be outside without proper adult supervision. Foster will never leave the BMD outside in a yard or elsewhere without adequate adult supervision.

Foster will not allow strange people or animals—people or animals unknown to the BMD—to approach the BMD without being in full control of the BMD and the situation.

Foster will keep the rescue BMD indoors overnight. It will not be tied to a doghouse or to a chain, nor left unsupervised in a yard where the BMD can dig or climb out.

Foster will provide the rescue BMD with an adequately fenced yard and/or will walk the BMD on a leash daily. At no time will any BMD be allowed to run loose while unattended or be allowed off-leash at any time.

### **III. Training and Discipline**

Foster will not use prong collars or employ harsh training methods. Foster will never strike or choke the BMD in an attempt to discipline.

The rescue BMD will never be attack or guard-trained or used as a property guard dog. Further, this BMD will not be used in any aspect of dog/animal fighting.

The rescue BMD will not be abused in any manner. The rescue BMD will not be beaten or otherwise treated cruelly, and will not be the subject of, or subjected to, any biological, chemical, psychological, or other experiment.

### **IV. Medical Care and Emergency Procedures**

Foster will notify BARC, Inc., specifically the Foster Coordinator, if any medical treatment becomes necessary during the time caring for the dog and will see that the dog gets necessary medical treatment as soon as he/she needs it.

Foster will not hesitate to provide necessary emergency care. Foster will advise BARC, Inc. of any medical expenses over and above the standard care BARC, Inc. provides (all routine vaccinations, spaying or neutering, heartworm test, worming).

**Foster will not authorize veterinary treatments, procedures, or medications without the direct approval and authorization of BARC, Inc.**

Depending on the BARC Adoption Coordinator's assessment of the risk for heartworm in the geographic area, Foster may be asked to administer monthly heartworm preventative to the BMD. If Foster cannot donate the medication, BARC, Inc. will provide it.

Foster individual(s) will notify the Foster Coordinator immediately of the rescue BMD's serious illness and/or death.

### **V. Identification and Supervision**

Foster will make certain that the BMD is wearing a collar that securely fits and that a proper identification tag is securely fastened to the collar with a readable name and phone number on the tag. Foster will make certain that if the BMD was provided a Tractive device it is charged daily and attached to BMD collar.

Foster individual(s), when away from home for over a 24-hour period, will advise the Foster Coordinator so that alternative arrangements can be made for the BMD.

In the event the rescue BMD is lost or stolen, the foster individual(s) will contact BARC, Inc. immediately, advertise in major newspapers, and make all reasonable attempts to locate the animal.

### **VI. Communication and Reporting**

Foster will ask any necessary clarifying questions before taking any BMDs into his/her care. Foster will promptly address any matters of concern to BARC, Inc.

Foster will immediately notify BARC, Inc. of any problems or difficulties resulting from taking care of the BMD.

Foster individual(s) will notify BARC, Inc. immediately of all and any changes in residence, mailing address, and/or telephone number.

Foster individual(s) must notify the Foster Coordinator within twelve (12) hours of any bite by the rescue BMD inflicted on a human or another animal not owned by the foster individual(s).

## **VII. Financial Contributions and Reimbursement**

If Foster contributes any money toward the care of the BMD for which Foster requires reimbursement, Foster will submit any and all receipts directly to BARC, Inc. Treasurer to be received within 30 days of billing or payment (whichever is earlier) at [barcreimbursements@gmail.com](mailto:barcreimbursements@gmail.com).

Please include your Venmo or an alternate method of reimbursement. If receipts are not provided within 30 days of billing/payment (whichever is earlier), the money spent will be considered a donation to BARC, Inc. (provided an invoice and receipt of payment is provided to the Treasurer), and no reimbursement will be provided.

## **VIII. Adoption Process and Ownership**

Foster will work cooperatively with BARC, Inc. to find the BMD a permanent, loving home as quickly as possible.

If Foster decides he/she would like to adopt the foster dog, Foster understands and accepts that the procedure for adoption will be the same for him/her as it would be for any other applicant, and Foster will be asked to sign the same contract and make the same donation to BARC, Inc. that any adopter would.

Foster understands and accepts that Foster may not keep the BMD without the approval and written consent of BARC, Inc.

Foster understands and accepts that prospective adopters may wish to visit the BMD before adopting him/her. Foster is willing to allow people to meet the BMD either at his/her home or at a mutually convenient place.

Foster understands and accepts that the BMD is and shall remain the sole property of BARC, Inc. Foster further understands and acknowledges that Foster does not have any right or authority to keep or place the foster BMD in other homes or with other individuals.

Moving the BMD or placing him/her in permanent homes can only be done with the full knowledge and approval of BARC, Inc.

## **IX. Legal Compliance and Liability**

Foster is responsible for knowing and complying with all applicable state and local laws, ordinances, regulations, and requirements governing rescue foster homes.

Foster is responsible for providing to BARC, Inc. information and applications necessary for the foster home to be in compliance with applicable laws, ordinances, regulations, and requirements.

Foster individual(s) state(s) that they have reasonable knowledge about the proper care of dogs and more specifically, BMDs. The foster home agrees to be responsible for the proper supervision of the rescue BMD in its possession.

Should BARC, Inc. suffer any damages or legal costs as a result of the negligent supervision of the rescue BMD in the foster home's care, the foster individual(s) agree(s) to indemnify BARC, Inc. for all such damages and costs.

Foster individual(s) recognize(s) the need to ensure that the rescue BMD is receiving proper and humane care, and agrees to allow inspection of the foster home and the conditions in which the rescue BMD is living, at any reasonable time by a Bernese Auction Rescue Coalition, Inc. rescue representative.

Foster individual(s) agree(s) to immediately surrender custody of the rescue BMD to Bernese Auction Rescue Coalition, Inc. representative upon demand.

The foster individual(s) agree(s) that the foster individual(s) has/have no legal ownership and will not obtain any legal rights to the rescue BMD in their care.

## **X. Release of Liability and Indemnification**

Should it be necessary to litigate in connection with any dispute concerning the care, treatment, and/or custody of a rescue animal directly under the care of the foster home, the foster individual(s) agree(s) to pay all court costs and reasonable attorney fees.

Foster individual(s) recognize(s) that, although BARC, Inc. has made reasonable efforts to provide a rescue BMD which is compatible with the environment of the foster individual(s), the foster home agrees that BARC, Inc. does not warrant the temperament or behavior of the rescue BMD, and that BARC, Inc. is not to be held liable for any acts of the rescue BMD while living with the foster individual(s).

The foster family agrees to notify the Foster Coordinator immediately if it believes the temperament or behavior of the rescue BMD is incompatible with the foster home environment.

Foster individual(s) acknowledge(s) that the purpose of BARC, Inc. in establishing the conditions in this agreement is to safeguard the health and well-being of the rescue BMD, to protect the rescue BMD against neglect, abuse, and cruelty, and to temporarily house a rescue BMD until a permanent home is found.

In consideration of the Bernese Auction Rescue Coalition, Inc., I/we agree to assume full responsibility for the conduct of the rescue BMD during its foster care stay with me/us. I/we further agree to hold harmless Bernese Auction Rescue Coalition, Inc or any individuals associated with Bernese Auction Rescue Coalition, Inc and to indemnify such organizations or individuals for any damages or costs resulting from liability, known or unknown, anticipated or unanticipated, as a result of the rescue BMD's conduct during its foster care stay with me/us.