

## **Agreement to Foster Cat or Kitten through Tiny Cat Animal Rescue**

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As a result of my submitting my application to foster through Tiny Cat Animal Rescue, this Foster Agreement (“**Agreement**”) is entered into by Tiny Cat Animal Rescue (“**TCAR**”) and me, as a TCAR Foster, for the temporary care of any cats or kittens owned by or under the care of TCAR (“**Foster Cat**”). Once TCAR approves me as a TCAR Foster, I will be added to TCAR’s list of fosters and may be periodically contacted about cats in need of a foster home. Upon request, TCAR will remove me from this list of potential fosters, and I may re-apply at a future date. For the avoidance of doubt, although this Agreement refers to a singular “Foster Cat,” this agreement applies to any cat that I foster for TCAR unless and until a revised foster agreement is executed between TCAR and me that supersedes this Agreement.

### **1. TCAR FOSTER’S TEMPORARY CUSTODY AND RESPONSIBILITIES**

- (a) **Personal Responsibility.** I agree to be personally responsible for the humane and continued care of Foster Cat while Foster Cat is in my custody. I agree to provide humane, indoor-only housing, regular food and water, appropriate socialization, and a safe and loving environment until Foster Cat is adopted, returned to TCAR, or other arrangements are made at TCAR’s sole discretion and with express written instruction from a duly authorized representative of TCAR. I agree to provide Foster Cat with a calm, structured environment and work with Foster Cat to build trust and encourage positive behavior. I will not engage in or permit any inhumane treatment of Foster Cat, including but not limited to physical punishment. I agree to treat Foster Cat as if Foster Cat is my own pet, providing love, attention, and positive reinforcement. I will never use physical discipline or any form of punishment on the cat, nor will I encourage or allow destructive, aggressive, or disruptive behavior to go unchecked.
- (b) **No Unauthorized Transfer.** I agree that I will not transfer the care of Foster Cat to another person or entity, leave Foster Cat under anyone else’s care besides mine, or remove Foster Cat from the greater Washington, D.C. metropolitan area (DMV), unless I have received prior written approval from a duly authorized representative of TCAR. I will not surrender or otherwise give Foster Cat away to any individual or entity, including an animal shelter or rescue, for the purpose of relinquishing responsibility for Foster Cat without explicit, advance, written agreement from a duly authorized representative of TCAR.
- (c) **Location.** I agree to care for Foster Cat at the address provided to TCAR in my application to foster. I will promptly notify TCAR in the event any change occurs in the address or telephone number listed. I understand that I may not keep Foster Cat in other homes, place Foster Cat in other homes, or place Foster Cat with other individuals unless permission is given in writing in advance by a duly authorized representative of TCAR.

- (d) **Temporary Unavailability.** If I will be temporarily unable to care for Foster Cat, including if I need to travel overnight or leave town for more than 24 hours—planned or unplanned—I will notify TCAR at least 7 days in advance, or as soon as possible in the case of an emergency, to arrange appropriate temporary care for Foster Cat. I will not take Foster Cat with me on overnight travel place Foster Cat in boarding facilities, or give Foster Cat to friends or family for temporary care without express, advance written authorization from a duly authorized representative of TCAR.
- (e) **Return of Foster Cat.** If, for any reason and at any time, I desire to relinquish custody of Foster Cat, cannot provide humane care for Foster Cat, or cannot otherwise abide by the terms of this Agreement, I will immediately notify TCAR and cooperate in good faith to coordinate the return of Foster Cat to a duly authorized representative of TCAR. I understand that the timing of such a return may be dependent on the availability of a suitable volunteer foster home for Foster Cat, and I agree to continue care during that period before Foster Cat is returned to TCAR. I further acknowledge that it is my responsibility to hold Foster Cat until such time as TCAR can accommodate a physical return and that I must physically bring Foster Cat to a duly authorized TCAR representative. Upon TCAR's request, I will return Foster Cat to a duly authorized representative of TCAR immediately.
- (f) **Veterinary Care.** I agree to contact TCAR immediately if I believe Foster Cat requires medical attention, and I will contact TCAR prior to approving any veterinary care. I understand that TCAR will not pay for any non-emergency veterinary care without its prior written approval and will reimburse me only for veterinary expenses that I incur on Foster Cat's behalf that have been approved explicitly in writing. I understand that unauthorized vet visits may not be reimbursed and may be con , and I may be responsible for any resulting charges. If any veterinary care is required as a result of any intentional or negligent act of mine, any and all costs associated with said medical care shall be my sole responsibility.
- (g) **Scheduled Appointments.** I agree to coordinate in good faith with TCAR to provide transportation for Foster Cat as needed, including but not limited to bringing Foster Cat to veterinary appointments and other appointments such as picking up Foster Cat, transferring Foster Cat to another foster home, or attending meet-and-greets or adoption events with Foster Cat. I understand that any no-show or other fees assessed on TCAR for my failure to show up to appointments that I previously agreed to will be paid by me and will not be reimbursed by TCAR.
- (h) **Meeting Adopters.** I will coordinate with TCAR to facilitate adoption meetings, which may occur at my home, the adopter's home, or at a designated adoption event. I agree to make reasonable efforts to bring or make Foster Cat available for adoption events or meet-and-greets, as needed.

- (i) **Safety of Foster Cat.** I will NOT sell, use, or train Foster Cat, or allow Foster Cat to be sold, used, or trained, for the purpose of scientific research or experimentation, for participation in any potentially harmful activities such as but not limited to dog fighting, or for any other nefarious purpose or purpose that places Foster Cat in danger.
- (j) **Indoor Foster Cat Requirement.** Foster Cat will remain indoors at all times. Foster Cat will not be allowed to roam outside or be left unsupervised outdoors, including on balconies or patios.
- (k) **Breeding Prohibition.** I will not breed Foster Cat or allow Foster Cat to reproduce.
- (l) **Declawing/Tendonectomy Prohibition.** Foster Cat will not be declawed, nor will he/she receive a tendonectomy for any reason. I understand that amputating the claws (declawing) and removal of the tendons (tendonectomy) are inhumane and unnecessary and can cause serious health problems in a Foster Cat, including pain, lameness, and/or litterbox problems.
- (m) **Compliance with instructions.** I agree to follow all oral and/or written instructions from TCAR, including special medical instructions and guidance regarding integration and care of Foster Cat.
- (n) **Compliance with Law.** I agree to comply with all federal, state, and local ordinances and laws regarding cat care, ownership, fostering, and licensing.
- (o) **Notification of Issues.** I agree to notify TCAR promptly of any signs of illness, injury, or concerning behavior of Foster Cat. If Foster Cat becomes lost or stolen, I will notify TCAR immediately so that the organization can coordinate a search and file any necessary reports. If Foster Cat shows signs of aggression or other behavioral issues, I will notify TCAR immediately so TCAR can assist with an appropriate plan of action, which may include working with a qualified behaviorist or transferring Foster Cat to another foster home.
- (p) **Supervision and Other Pets.** I agree to supervise all interactions with other pets and children in the home and to follow TCAR's guidance regarding integration and care. I acknowledge the risk of illness passing between Foster Cat and other animals in my care, if any, and agree to practice appropriate hygiene.
- (q) **TCAR's Right to Inspect.** I understand TCAR will follow up on Foster Cat's welfare and my compliance with this Agreement by phone, in person at my residence, or otherwise, and upon reasonable notice, I will allow TCAR to inspect the premises at which Foster Cat resides with me.
- (r) **TCAR's Right to Terminate Agreement.** TCAR may terminate this Agreement at any time, especially if it is determined that my home is not a good fit or if any terms of this Agreement or local animal welfare laws are violated. In such cases, I will return Foster Cat and any supplies provided by TCAR to TCAR immediately.

## 2. CERTIFICATIONS

- (a) **Animal Abuse History.** I affirm that no member of my household, including me, has ever been convicted of violating any animal welfare law or regulation, such as but not limited to abuse, cruelty, neglect, or abandonment. I further agree that I will never leave Foster Cat in the care of someone known or suspected of violating any animal welfare law or regulation, such as but not limited to abuse, cruelty, neglect, or abandonment, for any amount of time no matter how brief.
- (b) **Transportation and Insurance.** If I transport Foster Cat, I certify that I hold and maintain a valid driver's license and active personal auto insurance as required by law. I agree that my personal auto insurance is primary for any incident arising from such transportation and that TCAR does not provide coverage for my vehicle or any related liability. I agree to notify TCAR if my license or insurance status changes. If I do not drive, I can and will arrange reliable transportation (rideshare, public transport, friend, etc.) as needed to fulfill my responsibilities as a TCAR Foster. I understand TCAR may request proof of a valid driver's license or insurance at any time.
- (c) **Vaccinations.** I am current on my tetanus vaccination and all other animals residing in my home are current on all vaccinations (e.g., rabies, FVRCP) and will continue to be current on all vaccinations while Foster Cat is in my care.
- (d) **Compliance with Lease.** I affirm that fostering Foster Cat does not cause me to violate any residential lease terms applicable to my residence that pertain to pets or animals.

## 3. SCREENING & PLACEMENT

TCAR will review adoption applications and work to place Foster Cat in a permanent adoptive home while Foster Cat is in my care, but TCAR cannot guarantee that an adopter will be found by a certain date. I agree to respond promptly to inquiries and to participate in meet-and-greets, visits, and handoffs as part of the adoption process and to cooperate in good faith to facilitate the adoption of Foster Cat.

## 4. ADOPTION THROUGH TCAR AND ADOPTION FEES

All adoption inquiries about Foster Cat must be directed to TCAR. I will not make any promises to any interested parties about placing Foster Cat in their home, and I understand that TCAR has sole discretion to handle the vetting and approval or denial of all adoption applications. Any adoption fee collected on account of Foster Cat being adopted will go to TCAR to support rescue operations. If I decide I would like to adopt Foster Cat, I will be subject to the same requirements as any other Adopter, including filling out an Adoption Application and signing an Adoption Agreement.

## 5. KITTENS

I understand that if Foster Cat is under the age of 3 months old, Foster Cat is a "Kitten" and must be weighed at least once a day, and all weights must be documented and reported to TCAR daily or as otherwise instructed by TCAR in writing.

## 6. SPAY/NEUTER OBLIGATIONS

If Foster Cat is not already spayed or neutered prior to the date of this Agreement, I agree to keep Foster Cat separate from other cats of the opposite biological sex that have not been spayed or neutered.

## 7. DISCLAIMERS AND ACKNOWLEDGEMENTS

- (a) **Behavior Disclaimer.** I understand that animals are different from human beings in their responses to human actions, that the actions of animals are often unpredictable, that animals should be closely supervised when they are with children, and that an animal's behavior may change after he/she moves to a new environment. I understand that cats may display challenging behaviors while adjusting to a new environment, including hiding, scratching, inappropriate urination or defecation, and other signs of stress or anxiety. I accept that TCAR cannot predict a cat's behavior, and I may be held responsible for any injury or illness that occurs if Foster Cat is left in an unsafe or unsupervised environment. I further understand that TCAR is not responsible for any damage done by a foster cat to my home, belongings, or resident pets.
- (b) **Health Disclaimer.** I understand that TCAR does not place any cat or kitten in a foster home that it knows to be sick or injured unless the condition is fully disclosed to the foster. TCAR is under no obligation to provide a full medical exam for Foster Cat prior to my fostering of Foster Cat. As a result, Foster Cat may have a sickness, injury, and/or disability unbeknownst to TCAR. I understand that I should keep my foster cat quarantined from any resident cats for at least two weeks and that it is advisable to take other sanitary measures such as washing my hands before and after handling Foster Cat.
- (c) **No Compensation.** I understand that I am volunteering to care for Foster Cat, that I am not an employee of TCAR, and that I am not entitled to any compensation or benefits of any kind from TCAR or any other person or entity in connection with this Agreement.
- (d) **Reimbursements.** I understand that TCAR may reimburse me for costs associated with my care of Foster Cat if such reimbursement is requested by me and agreed to by a duly authorized representative of TCAR explicitly in writing prior to incurring such costs. TCAR is not responsible for, and I will not be reimbursed for, any costs I incurred in connection with my fostering of Foster Cat without proper documentation of such costs acceptable to TCAR in its sole discretion (e.g., receipts).
- (e) **Deductible Expenses.** I acknowledge that TCAR is a non-profit, and therefore funds I spend on Foster Cat while I am fostering Foster Cat that are not reimbursed by TCAR may be, but are not necessarily, deductible under the Internal Revenue Code.

- (f) **TCAR's Legal Ownership.** I understand that TCAR retains legal ownership of Foster Cat, and this Agreement does not confer any ownership interest, and I may not claim Foster Cat as my own or attempt to adopt Foster Cat without going through TCAR's formal adoption process. I agree to promptly make Foster Cat available for examination at TCAR's request and acknowledge that TCAR may reclaim Foster Cat from me at any time, for any reason or no reason, in TCAR's sole discretion.
- (g) **Foster-to-Adopt.** I understand that unless otherwise agreed to in writing by a duly authorized representative of TCAR, this is not a "Foster-to-Adopt" program, and my adoption of Foster Cat is not guaranteed. If I wish to adopt Foster Cat, I must go through the full adoption application and screening process. Adoption will depend on the best interest of the cat, including whether other approved adopters may be ahead of me.
- (h) **Acknowledgements.** I UNDERSTAND THAT (i) TCAR MAKES NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) AS TO FOSTER CAT'S TEMPERAMENT, HEALTH, OR MENTAL DISPOSITION, AND (ii) TCAR IS NOT RESPONSIBLE FOR PAYMENT OF ANY VETERINARY CARE FOR FOSTER CAT, INCLUDING ANY VETERINARY CARE FOR KNOWN OR UNKNOWN MEDICAL CONDITIONS, UNLESS SUCH VETERINARY CARE IS EXPLICITLY AGREED TO IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF TCAR.

## **8. WAIVER**

I understand that TCAR, in its sole and absolute discretion, may waive any provision of this Agreement, in whole or in part. Any such waiver (a) is effective only if explicitly documented in a written agreement signed by both a duly authorized representative of TCAR and me, the Foster, and (ii) shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach of this Agreement.

## **9. MEDIA RELEASE**

- (a) I hereby grant and convey unto TCAR all right, title, and interest in any and all photographs, images, and video or audio recordings of Foster Cat, or taken during or in connection with my fostering activities, whether captured by TCAR or provided or submitted to TCAR by me, including but not limited to any royalties, donations, proceeds, or other benefits derived from such photographs or recordings.
- (b) I further permit TCAR to publish said images, recordings, and videos on its website, social media, newsletters, and in other digital or print media for promotional or other mission-related purposes as TCAR deems appropriate.

## **10. LEGAL FEES AND COSTS**

If legal action is required to enforce TCAR's rights under this Agreement, all legal fees and third-party expenses incurred by TCAR to do so will be paid by me, the Foster.

## **11. LIMITATION OF LIABILITY AND INDEMNIFICATION**

- (a) I acknowledge and agree that TCAR is not liable for any claims, legal actions, demands, losses, injuries, damages, costs, expenses, or liabilities whatsoever (“**Claims**”) in connection with my fostering, temporary custody of, or care of Foster Cat, including but not limited to any liability for any injury or damage to any person or property caused by Foster Cat unless and to the extent caused directly by TCAR’s willful misconduct.
- (b) I FURTHER ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL TCAR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, GENERAL, OR CONSEQUENTIAL DAMAGES ALLEGEDLY ARISING FROM OR CAUSED BY TCAR’S ACTIONS OR OMISSIONS, UNDER ANY LEGAL BASIS, INCLUDING CONTRACT, TORT, OR VIOLATION OF STATUTE.
- (c) I agree to indemnify, defend and hold harmless TCAR, its board members, officers, employees, and volunteers from any such Claims or liabilities as further set out in Section 11(a) and Section 11(b) above.

## **12. EXCLUSIVE REMEDY**

IN THE EVENT OF BREACH BY TCAR OF ANY PROVISION OF THIS AGREEMENT FOR ANY REASON, EITHER THROUGH NEGLIGENCE OR OTHERWISE, MY SOLE AND EXCLUSIVE REMEDY IS SUBJECT TO SECTION 11 ABOVE AND FURTHER LIMITED TO RETURNING FOSTER CAT TO TCAR.

## **13. GOVERNING LAW AND VENUE**

This Agreement will be governed by and construed in accordance with the laws of the State of Virginia. All legal actions under this Agreement will be filed solely and exclusively in the state and federal courts located in the State of Virginia, and I consent to the sole and exclusive jurisdiction of those courts.

## **14. ENTIRE AGREEMENT AND SEVERABILITY**

This Agreement (a) constitutes the entire agreement between TCAR and me; (b) supersedes any prior agreements; and (c) is severable, so that if any part is found invalid, the remainder will remain in full force and effect.