

FOSTER CARER TERMS AND CONDITIONS

Definitions

“**THE FOSTER CARER**” means the applicant or applicants referred to herein;

“**DOG**” shall mean the dog or dogs adopted by the Adopter;

The Foster Care acknowledges and agrees that:

1. The information the Foster Carer has provided is true and correct.
2. The Foster Carer understands they are responsible for the welfare of the dog and understand their role is one of safety and care of the dog.
3. The Foster Carer shall return the dog when requested by DOG ADOPTION within FORTY EIGHT (48) hours failing which the Foster Carer undertakes to be liable for any applicable legal fees, Court fees, bailiff service fees and other costs incurred by Dog Adoption in seeking such appropriate Court order.
4. The Foster Carer agrees not to re-foster, on-sell or give the dog away nor surrender the dog to any pound/shelter. The Foster Carer acknowledges and agrees that in such event shall be liable for any damages as may be suffered by Dog Adoption inclusive of the payment of any adoption fees lost, applicable legal fees, Court fees, bailiff service fees and other costs incurred by Dog Adoption in pursuing the Foster Carer.
- 5.1 The Foster Carer is aware and acknowledges and agrees that the Foster Carer is responsible and liable for the actions of the dog under the Dog Act 1976 (as amended) including excessive barking, control and collection of droppings (see www.dlg.wa.gov.au).
- 5.2 The Foster Carer is aware and acknowledges and agrees that the Foster Carer is responsible and liable for any breaches or fines under the Dog Act 1976 (as amended) including impound fees and registration. (see www.dlg.wa.gov.au).
- 6.1 Although all care will be taken in placing the dog, the Foster Carer understands DOG ADOPTION is not responsible or liable for any damage caused by the dog to any third party property or persons.
- 6.2 The Foster Carer acknowledge and agree that the Foster Carer shall be liable to DOG ADOPTION for the payment of any legal fees, Court costs and collection fees incurred by DOG ADOPTION in the compliance by the Foster Carer in the payment of the foster care fee and any other monies outlaid by DOG ADOPTION relative to the non compliance by the Foster Carer with any of the Terms and Conditions herein and the Foster Carer

acknowledges and agrees to meet the payment in full of any such amounts incurred by DOG ADOPTION.

7. The Foster Carer acknowledges and agrees that the dog is intended to be housed as an inside pet and not an outside kennelled animal and that the dog shall be placed in a safe environment.
8. In the event the dog requires veterinary attention due to any illness or injury or is lost the Foster Carer shall immediately contact DOG ADOPTION at the telephone number or email address as listed in this application.
- 9.. The Foster Carer shall require the authorisation of DOG ADOPTION before instructing any veterinary practitioner and in the absence of seeking such authorisation from DOG ADOPTION the Foster Carer will be responsible for the cost of any unauthorised veterinary care. The Foster Carer may take the dog to a veterinarian other than the one approved by Dog Adoption, however, in such case, the Foster Carer will not be reimbursed for any such veterinarian fees outlaid by the Foster Carer.
- 9.1 The Foster Carer acknowledges and agrees that DOG ADOPTION is not aware of any known medical conditions of the dog and accordingly cannot be held responsible or liable for health problems which may be passed on to the Foster Carer, its invitees to the Foster Carer's premises, any members of the public or any other pets belonging to the Foster Carer.
- 9.2 The dog may have been previously unwanted or lost and rescued by DOG ADOPTION from a cruel, dangerous or unhealthy situation, such events could have a long and lasting effect on the dog and accordingly DOG ADOPTION can make no representations or warranties about the temperament, personality or condition of the dog nor its medical or genetic condition which are not immediately evident.
- 9.3 The Foster Carer further acknowledges and agrees that animals may carry diseases and parasites which may be transmissible to humans more particularly people with suppressed immune systems and do have unpredictable natures which could cause damage or injury to persons or property.
- 9.4 The Foster Carer hereby agrees to forever release, discharge and hold harmless DOG ADOPTION and/or its proprietor or proprietors jointly and severally from any and all claims, damages (including consequential damages), costs, expenses, claims and demands arising out of any such occurrence now or in the future as contemplated in these Terms and Conditions.
- 9.5 The Foster Carer accordingly hereby acknowledges that such release may be pleaded by DOG ADOPTION and/or its proprietor or proprietors jointly and severally in bar to any claim

as may be made by the Adopter or any family member of the Foster Carer or invitee into the Foster Carer's premises where the dog is housed or any members of the public when the Foster Carer has control of the dog outside its premises or the dog has been allowed access to the public whilst not under the control of the Foster Carer.

10. The Foster Carer will at the request of DOG ADOPTION transport the dog to any approved veterinary practitioner for any required vaccinations, other medications, surgery or scheduled veterinary appointments.
11. The Foster Carer confirms that all members in the Foster Carer's household are aware of this arrangement and agree to be party to the same, providing a clean environment for the dog inside the home with daily appropriate sustenance, affection and care and walking at least once daily or sufficient yard time.
12. The Foster Carer acknowledges and agrees that a representative of DOG ADOPTION shall upon sufficient notice be allowed to visit the home of the Foster Carer to ensure that the aforementioned conditions are being complied with by the Foster Carer.
- 13.1 The Foster Carer will ensure that their contact details are placed on a collar to be put on the dog immediately the dog enters the care of the Foster Carer.
- 13.2 When walking the dog the Foster Carer will ensure that the dog is on a leash at all times, has its ID tag on its collar at all times reflecting all necessary information should the dog get loose or escape of its own accord.
- 14.1 The Foster Carer shall not transfer the care of the dog to any other person without the written consent of DOG ADOPTION first having been had and obtained.
- 14.2 Any breach of the provisions of clause 14.1 by the Foster Carer shall result in the Foster Carer being liable to Dog Adoption for the payment of the Adoption Fee, any applicable legal fees, Court fees and bailiff service fees incurred by Dog Adoption in seeking payment from the Foster Carer of the Adoption Fees.
15. In the event that the Foster Carer is not able to care for the dog the Foster Carer must immediately contact DOG ADOPTION and agrees that it will take at least two weeks for DOG ADOPTION to re-foster the dog or if the Foster Carer requires to return the dog immediately the Foster Carer acknowledges and agrees to pay in advance the cost of two (2) week's boarding kennel fees at a kennel approved by Dog Adoption or a pro rata amount for the time actually spent by the dog in such kennel to a maximum of two (2) weeks boarding kennel fees.
16. If approved by DOG ADOPTION, in the event the Foster Carer wishes to adopt the dog it shall do so on normal commercial terms with DOG ADOPTION and be required to effect payment

of the adoption fees standardly between \$420 to \$495 within two (2) weeks of written application by the Foster Carer to adopt the dog.

17. Any attempt by the Foster Carer to make any direct arrangements with the original owners to adopt the dog without effecting payment of the adoption fees shall be regarded as a breach of this Agreement and shall entitle DOG ADOPTION to seek payment from the Foster Carer of the adoption fees and in addition any allowable legal fees, Court fees and bailiff travelling fees.
18. Any variations to these Terms and Conditions must be in writing and signed by both parties.
19. If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, the other provision shall remain valid and enforceable.

DOG ADOPTION