

Sample COVID-19 Foster Home Volunteer Agreement Addendum

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As a result of the coronavirus crisis, rescues, shelters, animal control facilities, dog wardens, and humane societies have an increased need for volunteer foster homes, who are a lifeline to alleviate overcrowding and economic hardships, as employees and volunteers are unable to come in and care for pets as they normally do.

Complicating matters is that in some situations, routine spay/neuter surgeries have been deemed “non-essential” in order to preserve supplies, such as PPE and oxygen, and to promote staff safety by encouraging social distancing.

Some rescue and shelter operations do not release pets into foster homes until they are spayed or neutered. Most do not release pets into permanent adoptive homes until they are spayed or neutered. Given the lack of available spay/neuter surgeries, a strong foster home, foster-to-adopt, or adoption contract with special spay/neuter provisions can be used to ensure that rescue and shelter operations are able to continue to place pets into foster and adoptive homes while still safeguarding their mission of reducing pet overpopulation. Such agreements give the shelter or rescue the ability to enforce the delayed spay/neuter and reclaim the pet (and/or its unintended offspring) if necessary.

The following sample language is a volunteer foster home agreement addendum. This is a **supplement** to a foster home contract and is only as strong as the foster home contract is itself. **This addendum is not formatted to be used on its own and may not be legally enforceable on its own.** An effective and enforceable foster home contract will include additional critical provisions pertaining to the foster program, such as jurisdiction for enforcement and reimbursement for expenses such as food, transport, and medical care.

This sample addendum is provided for informational use only and should be reviewed by legal counsel in conjunction with the organization’s foster home contract. Rescues and shelters may also consider foster-to-adopt or adoption contracts with special addendums related to spay/neuter and COVID-19.

SAMPLE LANGUAGE (OHIO)

This Agreement is an addendum to the Foster Home Volunteer Agreement previously entered into between the Foster Home Volunteer and Rescue and is adopted as part of the Foster Home Volunteer Agreement as if fully rewritten therein.

1. I understand that the World Health Organization and Centers for Disease Control and Prevention indicate that there is no evidence to suggest that any animals, including pets, might be a source of COVID-19 infection at this time. However, because all animals can carry germs that can make people sick, I understand it is always a good idea to practice healthy habits around pets and other animals, including washing hands after handling animals, their food, waste, or supplies. Rescue makes no claims, representations, warranties, or guarantees regarding the foster animal, including its health. Therefore, I take possession of the foster animal “as is” and “with all faults.” I hereby indemnify and hold harmless Rescue against all liability and claims for losses and damages to persons or property in connection with the foster animal, including but not limited to damages from animal bites/attacks, disease transmission, and claims of negligence on the part of Rescue.
2. I understand that due to the COVID-19 pandemic, Rescue is unable to perform spay/neuter surgery (the “surgery”) for the foster animal at this time. Thus, Rescue shall perform the surgery at a later date. Rescue shall contact me to schedule the surgery and I shall transport the foster animal to and from Rescue or its veterinarian for the surgery.
3. I certify that any other animal in my home has been previously spayed or neutered and I consent for Rescue to contact my veterinarian to obtain records for my other animals. I will not allow the foster animal to come into contact with any unspayed or unneutered animal of its kind until after the surgery is performed. I will not allow the foster animal to produce a litter of puppies or kittens either as purposely bred or by accidental breeding. If

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I believe the foster animal has been bred, I will immediately contact Rescue and follow the guidance of Rescue and its veterinarian.

4. I understand that a female animal may come into estrus at approximately 6 months of age. Estrus, or heat, is the stage in a female animal's reproductive cycle during which she is able to become pregnant. The earliest sign of estrus is swelling or engorgement of the vulva, but this swelling is not always obvious. In many cases, a bloody vaginal discharge is the first sign that a pet owner will notice when their animal comes into heat. It is especially important to keep unspayed female animals away from unneutered males during this time. I shall immediately notify Rescue if I believe the foster animal is in estrus.
5. I agree that an essential component of this agreement is that both parties ultimately find a good, permanent, quality home for the foster animal consistent with the goals of Rescue, which includes population reduction of companion pets. Therefore, if Rescue deems, in its sole discretion, that I have failed to strictly comply with any term of this agreement, I must immediately return the foster animal, along with any and all of its offspring, to Rescue. Rescue shall also have the right, but not the obligation, to enter my premises without further notice to retrieve the foster animal(s), and such entry shall not be deemed a trespass. I shall pay Rescue \$50 in liquidated damages (not as a penalty) for each day I fail to return the foster animal to Rescue under this paragraph. I agree \$50 per day is reasonable compensation for depriving Rescue of its property, as the property decreases in value each day I fail to return it, and that the actual damages would be difficult to determine. If I fail to return the foster animal(s) to Rescue, I will pay Rescue its costs to repossess the foster animal(s), including, but not limited to travel, labor, court costs, and attorney's fees.

THE UNDERSIGNED HAS READ, UNDERSTANDS, AND VOLUNTARILY AGREES WITH THE ABOVE TERMS.

Signature of Foster Home Volunteer

Date

Signature of Rescue representative

Date