

**COLORADO CANINE RESCUE
FOSTER PROGRAM AGREEMENT**

THIS FOSTER PROGRAM AGREEMENT (the “**Foster Agreement**” or the “**Agreement**”) is made and entered into as of the latest of the dates set forth on the signature page hereto (the “**Effective Date**”), by and between COLORADO CANINE RESCUE, a Colorado non-profit corporation (“**CCR**”), and the person(s) identified on the signature page as the Fosterer (both collectively and individually, the “**Fosterer**”). CCR and the Fosterer may be referred to individually herein as a “**Party**” and collectively herein as the “**Parties.**”

RECITALS

This Foster Agreement is made with respect to the following facts:

- A. Colorado Canine Rescue is a nonprofit organization dedicated to rescuing dogs left homeless for whatever reason, and placing them in loving, responsible and committed permanent homes. (“**CCR’s Mission**”);
- B. Fosterer desires to participate in the activities of CCR on an uncompensated basis by providing (i) a foster home and basic needs (food, water, indoor shelter) for one or more rescued dogs in Fosterer’s residence (the “**Home**”), (ii) basic training, exercise and socialization for such rescued dogs and (iii) assistance toward finding permanent placement for such dogs (collectively, the “**Foster Services**”), all as more particularly set forth in the Fosterer Policies and Procedures attached hereto as Exhibit A (the “**Policies and Procedures**”), which may be amended from time to time;
- C. Fosterer desires to participate in the activities of CCR solely for Fosterer’s personal enjoyment and any personal value which may be obtained or derived by Fosterer from such participation; and
- D. CCR desires to permit Fosterer to participate in the activities of CCR in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the representations, warranties, covenants, promises, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- A. Fostering and Participation.
 - 1. Foster Dog List. From time to time after the Effective Date, CCR will provide a list of available dogs that may be eligible for fostering (each a “**List**”). Fosterer may, but is not required to, notify CCR of Fosterer’s desire to foster one or more dogs included

in the List (each a “**Foster Dog**”) promptly upon receipt of the same. Fosterer will not so notify CCR unless Fosterer is ready and willing to perform the Foster Services for the Foster Dog.

2. Commencement Date. If CCR, in CCR’s sole discretion, determines that the Foster Dog is an appropriate match for Fosterer, then CCR will notify Fosterer of such determination. Fosterer and CCR will mutually select a date, time and location to deliver the Foster Dog to Fosterer (the “**Delivery Date**”).
3. Returns. Either Party may, in such Party’s sole and absolute discretion and at any time following the Delivery Date, elect that any Foster Dog be returned to CCR by providing written notice of such election to the other Party (a “**Return**”).
4. Adoptions. Fosterer may, from time to time, receive notification from CCR relating to potential adoptive home for the Foster Dog (an “**Applicant**”). Fosterer will make reasonable efforts to speak with and, if reasonably feasible, meet with Applicant to discuss the individual characteristics and home needs of the Foster Dog, which may be present at such meeting (the “**Interview**”). Promptly after the Interview, Fosterer will either (i) make a recommendation to CCR of whether CCR should approve or deny the Applicant’s request to adopt the Foster Dog, or (ii) notify CCR that Fosterer has approved the Applicant’s request to adopt the Foster Dog. If CCR approves the Applicant’s request to adopt the Foster Dog or Fosterer provides notice pursuant to (ii) above (an “**Adoption**”), then CCR and Fosterer will cooperate with the Applicant to complete the Adoption.
5. CCR Denial. If CCR, in CCR’s sole discretion and notwithstanding Fosterer’s recommendation or decision pursuant to the foregoing Section, disapproves the Applicant’s request to adopt the Foster Dog prior to the Pickup Date (as defined below), then CCR will provide notice to Fosterer of such denial, and CCR’s decision will be final.
6. Foster Period. Upon the earliest to occur of (i) an Adoption, (ii) a Return, or (iii) a Termination (as defined in Section A.8), Fosterer and CCR will mutually select a date, time and location to deliver the Foster Dog to CCR or, if applicable, an Applicant in connection with an Adoption (the “**Pickup Date**”). Fosterer will provide the Foster Services as required for the Foster Dog from the Delivery Date until the successful transfer of the Foster Dog on the Pickup Date (the “**Foster Period**”). Fosterer will not deliver, return or otherwise cease to provide the Foster Services for any Foster Dog except in accordance with this Section.
7. Ownership. At all times during the Foster Period, CCR is the owner of the Foster Dogs. Foster Dogs are not owned by Fosterer.

8. Term and Termination. The term of this Agreement will commence on the Effective Date and will continue until terminated by either CCR or Fosterer by written notice to the other Party, specifying that this Agreement is being terminated, and the date of such termination (a “**Termination**”). Notwithstanding the foregoing, if either CCR or Fosterer provides a notice of Termination during a Foster Period, then the Termination will be effective following the expiration of the Foster Period.
 9. Annual Renewal. CCR may require an annual renewal of this Agreement and an annual inspection of the Home, at its discretion.
 10. Inspection. CCR and Colorado state regulators may, upon request, access any part of the Foster Home.
 11. Fees and Consideration. CCR will not be obligated to pay to or provide Fosterer with any fees, salary, wages, or other compensation or consideration for the Foster Services, and CCR will not be obligated to reimburse Fosterer for any costs whatsoever that are incurred in connection with the Foster Services, including, without limitation, costs to repair damages or injuries caused by a Foster Dog. Without limiting the generality of the foregoing statement, CCR may, but is not required to, reimburse Fosterer for costs incurred in connection with the Foster Services, in CCR’s sole discretion. CCR will not pay for any vetting or medicine for the Fosterer’s personal dogs. The Fosterer is responsible for ensuring that his/her personal dogs are up to date on vaccines, heartworm, flea and tick medications.
 12. Other Foster Dogs. Fosterer must notify CCR if he/she/they will have animals from another animal rescue organization in the Home at the same time as CCR dogs. It is the Fosterer’s responsibility to notify the other rescue organization of the presence of CCR dogs in the Home. CCR, in its sole discretion, may approve or disapprove CCR dogs being exposed to animals from other rescue organizations. CCR’s decision shall be final. If CCR approves the Fosterer having animals from multiple rescues, CCR shall bear no responsibility for any costs or injury to animals not from CCR, nor bear responsibility for any costs or injuries caused by animals not from CCR. If the other animal(s) came from a shelter, the 2-week quarantine period applies to the CCR foster dog and the CCR dog may not be adopted out for the two weeks after exposure.
- B. Fosterer Acknowledgments and Warranties. Fosterer makes the following representations and acknowledgements to CCR as of the Effective Date:
1. Reasonableness of Restrictions and Consideration. Fosterer has carefully read and considered all provisions of this Agreement and, having done so, agrees that any and all restrictions on Fosterer set forth in this Agreement are fair and reasonable and are reasonably required for the protection of the CCR Mission and the interests of CCR.

Fosterer acknowledges that the opportunity to provide the Foster Services to CCR and any personal benefits derived therefrom by Fosterer are good and valuable consideration and are sufficient consideration to merit enforceability of this Agreement against Fosterer.

2. Fosterer Policies and Procedures. Fosterer has carefully read and considered all provisions of the Fosterer Policies and Procedures, which may be amended from time to time by CCR and will make every reasonable effort to comply with the Policies and Procedures in connection with the Foster Services.
3. Adult. Fosterer constitutes all individuals currently residing in the Home that are over the age of eighteen.
4. Driver's License. Fosterer, or if Fosterer will not be driving, the individual that will drive Fosterer in connection with the Foster Services, has a valid driver's license. Fosterer will ensure that such driver's license remains in effect throughout the term of this Agreement, and will notify CCR if, at any time, such driver's license is suspended, revoked, terminated, or otherwise invalid for any period of time. Fosterer will obey, to the extent possible, any and all traffic laws and regulations while performing the Foster Services.
5. Automobile Insurance. Fosterer will use only vehicles that are properly insured in accordance with applicable state law in connection with the Foster Activities.
6. Landlord Consent. If Fosterer does not own the Home, then Fosterer has obtained prior written consent from the owner of the Home to enter into this Agreement, as evidenced by the signed consent form attached hereto as Exhibit A.
7. No Violation. Fosterer is not aware of any obligations or restrictions, including, without limitation, applicable covenants, conditions or restrictions that would prohibit or materially impair Foster's performance of the Foster Services.
8. Knowledge of and Compliance with Laws. Fosterer is responsible for knowing all state laws, county laws, city ordinances and regulations. Fosterer warrants that he/she is aware of and is currently in compliance with all applicable state and local laws and regulations, including city ordinances, zoning and animal control codes and ordinances and will continue to be in compliance with all such laws during the term of this Agreement. Fosterer acknowledges that failure to comply with applicable laws and regulations may result in Termination of this Agreement.
9. Dogs. Fosterer acknowledges and understands that the dogs involved in the CCR program may be untrained or unhealthy, and that CCR makes no representations whatsoever regarding the dog's temperament, health (including the presence or absence of diseases transmissible to humans or other animals), age, ability, attitude or

trainability. Illnesses dogs may be exposed to upon arrival may include and are not limited to: kennel cough, parvovirus, ringworm, distemper, internal parasites, mange, and heartworm.

10. Vacation or Time Away from Home. Fosterer warrants that he/she will notify the CCR Foster Coordinator as soon as possible, but no later than five (5) business days prior to the Fosterer going on vacation or being away from the Home for more than twenty-four (24) hours. Any “dog sitters” Fosterer intends to use to care for any Foster Dogs during Fosterer’s time away from the Home must be approved in writing by CCR in advance of use. Fosterer acknowledges that failure to comply with this provision may result in Termination of this Agreement.

C. Nature of Relationship. The Foster Services performed by Fosterer are performed as a volunteer, and not as an employee or independent contractor of CCR, and Fosterer hereby represents as follows:

1. No Authority. Fosterer will not, and this Agreement grants Fosterer no authority to, enter into any agreement binding on CCR. Furthermore, Fosterer will not take any actions that may be inconsistent with CCR’s Mission or its Bylaws.
2. Oversight and Training by CCR. CCR may control the general manner in which Fosterer will provide the Foster Services; however, CCR may or may not oversee the actual work. If CCR provides training for Fosterer, then Fosterer will abide by any and all rules, policies and other procedures set forth in such training, including, without limitation, the Policies and Procedures. Notwithstanding the foregoing, CCR is under no obligation to provide any training for Fosterer.

D. Indemnification.

1. Fosterer will protect, defend, indemnify, and hold harmless CCR and its directors, members, managers, employees, agents, attorneys, and other volunteers, including, without limitation, individuals fostering dogs from CCR from and against all claims, losses, and expenses, including reasonable attorneys’ fees, for:
 - a. bodily harm or damage to any individual, including, without limitation, Fosterer, and to real or personal property arising from or in connection with the Foster Services provided, whether caused by negligence, deliberate act or omission, or otherwise;
 - b. any claims, causes of action, costs, damages, and expenses resulting from unauthorized or illegal actions or activities of Fosterer in connection with this Agreement.
2. Without limiting the generality of the foregoing, Fosterer expressly understands and acknowledges that dogs can be unpredictable and that CCR is not responsible if

injury should occur to Fosterer, any members of Fosterer's family, any third parties, or any real or personal property resulting from the dogs associated with CCR, including, without limitation, any Foster animal. This section will survive any Termination of this Agreement.

3. CCR will protect, defend, indemnify and hold harmless Fosterer against all claims, losses and expenses, including reasonable attorney's fees, for bodily harm or damage to any individual and to real or personal property arising from or in connection with the Foster Services provided, except any claims, causes of actions, costs, damages and expenses resulting from unauthorized or illegal actions or activities of Fosterer.

E. Miscellaneous.

1. Waiver. The failure to demand strict performance of one or more of the terms, covenants, or conditions set forth herein will not be construed as a continuing waiver or relinquishment thereof and either Party may at any time demand strict and complete performance of said terms, covenants, and conditions.
2. Construction. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either Party. No presumptions or rules of interpretation based upon the identity of the Party preparing or drafting the Agreement, or any part thereof, will be applicable or invoked. Section headings will be used for reference only, and are not to be used in contract interpretation.
3. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the Party against whom they are being enforced under the facts and circumstances then pertaining, or substantially deprive such Party of the benefit of its bargain.
4. Survival of Covenants and Obligations. The covenants and obligations of Fosterer contained in Sections A and B herein, as well as the provisions of this Section E, will survive Termination of this Agreement.
5. Notices. Any notice required or permitted to be given hereunder will be either (i) hand delivered, (ii) sent by United States certified mail or (iii) emailed, and will be deemed to have been given (i) upon delivery if delivery is by hand, (ii) three business days after it is deposited in the United States mail or (iii) one day after it is sent by email. All notices will be sent or delivered at the respective address specified on the signature page, except that either Party, upon notice to the other Party as provided for herein, may change the address to which further notices will be sent. CCR may rely upon notice from any one of the individuals constituting Fosterer to bind Fosterer.

6. Entire Agreement. This Agreement contains the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written. No modification of this Agreement will be valid or binding upon the parties or entitled to any enforcement whatsoever unless such modification is reduced to writing and signed by both parties.
7. Applicable Law. This Agreement will be construed, interpreted, and governed in accordance with the laws of the State of Colorado. All legal actions arising under this Agreement will only be instituted in, and both Fosterer and CCR consent to jurisdiction in, courts situated in the State of Colorado.
8. Attorneys' Fees. In the event it becomes necessary for Fosterer or CCR to file a lawsuit to enforce this Agreement or any provisions contained herein, the prevailing Party in such lawsuit will be entitled to recover, in addition to all other remedies or damages, reasonable attorneys' fees and court costs incurred in such lawsuit.
9. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which will be deemed an original for all purposes, and all of which together will constitute one and the same instrument. Facsimile, e-mail or other electronic transmission of signatures shall be accepted and binding as originals.
10. Liability. The individuals constituting Fosterer will be jointly and severally liable for Fosterer's obligations and liabilities under this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CCR:

COLORADO CANINE RESCUE,
a Colorado non-profit corporation

By: _____

Printed Name: _____

Address: PO Box 1258
Brighton, CO 80601

Email: rescue@coloradocaninerescue.org

Date: _____

FOSTERER:

By: _____

Printed Name: _____

Address: _____

Phone: _____

Email: _____

Date: _____

Any Adults over age of 18 Residing in the home:

By: _____

Printed Name: _____

Date: _____

By: _____

Printed Name: _____

Date: _____

By: _____

Printed Name: _____

Date: _____

**Exhibit A
to Foster Agreement**

LANDLORD CONSENT, ACKNOWLEDGEMENT AND RELEASE AGREEMENT

THIS LANDLORD CONSENT, ACKNOWLEDGEMENT AND RELEASE AGREEMENT (the “**Landlord Consent Agreement**”) is made and entered into as of the latest of the dates set forth on the signature page hereto (the “**Effective Date**”), by and between the person(s) identified on the signature page as the Tenant (“**Tenant**”) and person(s) identified on the signature page as the Landlord (“**Landlord**”), for delivery to and for the benefit of the COLORADO CANINE RESCUE, a Colorado non-profit corporation (“**CCR**”).

RECITALS

This Agreement is made with respect to the following facts:

- A. Landlord owns certain real and personal property located at the address set forth on the signature page hereto (the “**Property**”).
- F. Landlord, as landlord, and Tenant, as tenant, have previously entered into a lease agreement for the Property (the “**Lease**”).
- G. CCR and Tenant intend to enter into that certain Foster Agreement, which sets forth the terms and conditions by which Tenant will provide certain services to CCR, including without limitation using the Property as a home for one or more foster dogs (“**Foster Agreement**”).
- H. Landlord desires to consent to Tenant’s entering into and performance under the Foster Agreement, all on the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and in the Lease, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby represent, warrant, covenant, acknowledge and agree as follows:

1. Opportunity to Discuss. Landlord has had the opportunity to discuss the Foster Agreement with Tenant and/or CCR and ask questions of them and obtain information in connection therewith, and has undertaken to do so to the extent Landlord has deemed advisable or necessary.
2. Consents; Representation. By executing below, Landlord hereby consents to the Foster Agreement and represents that Tenant’s performance of the terms and conditions of the Foster Agreement do not violate any of the terms or conditions set forth in the Lease, which remains in full force and effect. In connection with the foregoing, Landlord

represents and acknowledges that, to the best of Landlord's knowledge, the Foster Agreement does not violate applicable laws, statutes and ordinances, or private agreements with respect to the Property, and that Landlord has obtained all consents and performed any other actions necessary to enter into this Agreement.

3. Release. Landlord, on behalf of Landlord and all of his or her respective heirs, representatives, successors and assigns with respect to the Property (collectively, the "**Releasors**") does hereby forever release CCR and its directors, members, managers, employees, agents, attorneys, and other volunteers, including, without limitation, individuals fostering and/or adopting dogs from CCR (collectively, "**Released Parties**") from and against all claims, losses, and expenses, including reasonable attorneys' fees, for bodily harm or damage to any individual and to real or personal property arising from or in connection with the Foster Agreement or Tenant's involvement with CCR, whether caused by negligence, deliberate act or omission, or otherwise. By signing below, Landlord expressly acknowledges that dogs can be unpredictable and that CCR is not responsible if injury should occur to any Releasors, or any real or personal property, including, without limitation, the Property, resulting from the dogs associated with CCR. Nothing in this Section shall prevent or in any way limit Landlord's rights as to Tenant to bring any claim, recover any losses, damages or expenses, or to charge any penalties pursuant to the Lease or otherwise.

4. Miscellaneous.

(a) Amendment. This Landlord Consent Agreement may be amended, terminated or superseded only by mutual consent in writing of CCR, Landlord and Tenant.

(b) Applicable Law. This Landlord Consent Agreement will be construed, interpreted, and governed in accordance with the laws of the State of Colorado.

(c) Binding Effect. This Landlord Consent Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(d) Third Party Beneficiary. CCR will be an express third-party beneficiary of this Landlord Consent Agreement, and shall have all rights of enforcement of the terms and conditions of this Landlord Consent Agreement and all rights of action relating to such enforcement. Except as set forth in the foregoing sentence, enforcement of the terms and conditions of this Landlord Consent Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Landlord and Tenant, and nothing contained in this Landlord Consent Agreement shall give or allow any such claim or right of action by any other third person arising from or with respect to this Landlord Consent Agreement, it being the express intention of Landlord and Tenant that any person other than CCR, Landlord and Tenant receiving benefits under this Landlord Consent Agreement shall be deemed to be an incidental beneficiary only.

(e) Severability. If any term, provision, covenant or condition of this Landlord Consent Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Landlord Consent Agreement shall continue in full force and effect so long as enforcement of the remaining provisions would not be inequitable to the Party against whom they are being enforced under the facts and circumstances then pertaining, or substantially deprive such Party of the benefit of its bargain.

(f) Counterparts; Electronic Signatures. This Landlord Consent Agreement may be executed in counterparts, each of which will be deemed an original for all purposes, and all of which together will constitute one and the same instrument. Facsimile, e-mail or other electronic transmission of signatures shall be accepted and binding as originals.

IN WITNESS WHEREOF, the Parties hereto have executed this Landlord Consent Agreement as of the Effective Date.

LANDLORD:

By: _____
Printed Name: _____
Date: _____

TENANT:

By: _____
Printed Name: _____
Date: _____
Property Address: _____