FOSTER CARE AND CONTINGENT ADOPTION AGREEMENT

This Agreement is made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter known as “Fosterer”) and the Lee County Animal Shelter regarding the companion animal herein described.

1. The animal which is the subject of this contract, as more fully described below, was found in Lee County North Carolina in the aftermath of the Tornado of April 2011. The animal’s legal owner currently is unknown and it now is in the temporary care, custody and control of the Lee County Animal Shelter, which is legally responsible for the animal’s wellbeing.

3. The animal is described as follows:

Species: (Circle one) Cat / Dog / Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Spayed Neutered Intact Age: \_\_\_\_\_\_\_ Weight: \_\_\_\_\_\_\_\_

Name, if any: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Distinguishing markings: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. The Lee County Animal Shelter agrees to:

a. Examine the animal prior to temporary placement with the Fosterer to detect obvious illness or behavior problems, but does not warrant or guarantee the general health, disposition, or character of the animal;

b. Place the animal in the temporary care, control and responsibility of the Fosterer contingent upon the Fosterer’s continuing full compliance with all terms of this agreement;

c. Allow the Fosterer to adopt the animal and obtain legal ownership thereof 60 days from the date of this contract, provided the Forester complies with all requirements for adoption in effect at that time.

5. Fosterer agrees to:

a. Notify the Lee County Animal Shelter (919-776-7446) if there are any changes in the contact information provided below, e.g., address, telephone number, during the sixty (60) days following the date of this contract;

b. Care for the above described animal in a humane and responsible manner and provide it with clean and adequate shelter, food, water, and veterinary care;

c. Comply with all state and local ordinances pertaining to the care of the animal;

d. Not sell, give away or otherwise dispose of said animal to any other person, dealer, retailer, auction, institute or any other entity for any reason without the advanced written consent of the Lee County Animal Shelter;

e. Not make any cosmetic or physical changes to this animal, e.g., de-claw, de-bark, tail-dock, ear-crop, alter, etc., until after the adoption is final;

f. Return this animal to Lee County Animal Shelter when no longer willing or able to provide the animal a suitable home;

g. Allow any Lee County Animal Services Officer or Sheriff’s Deputy to inspect the animal and its living environment at reasonable times;

h. Relinquish possession of the animal to the Lee County Animal Shelter immediately upon demand by any representative of the Shelter or the Sheriff’s Office for any reason including failure to comply with the terms of this contract or for the purpose of returning the animal to its owner within the period stated herein;

i. Hold harmless any volunteers, representatives, or agents of the Lee County Animal Shelter from loss, damages, injuries or other casualty to any persons, animals or property caused by the placement of this animal in my care.

6. This parties agree this agreement is a legally binding contract under the laws of the State of North Carolina which may be enforced by court action and further agrees that the jurisdiction for any legal action to enforce this contract or for claim and delivery of the animal is Lee County North Carolina.

 This the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2011.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Fosterer Signature of Fosterer

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Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone E-mail Driver’s License No. (State)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Shelter Representative’s Printed Name Shelter Representative’s Signature