

Contra Costa County

Animal Services Department
4800 Imhoff Place
Martinez, California 94553-4300
(925) 608-8400



Ben Winkleblack, CAWA
Director

Foster Agreement

The Contra Costa County Animal Services Department strives to provide a safe place for as many homeless, lost, and abandoned animals as possible. But the department cannot do it alone. Foster Parents are an invaluable resource that increases the department's capacity to care for more animals by providing temporary, home-like environments that improve the animals' physical and emotional well-being while awaiting adoption or reunification. To that end, the department offers three types of foster programs that allow for (1) the fostering of shelter animals who do not currently have an owner (i.e. Shelter-Animal Foster Agreement; (2) the fostering of owned animals whose owners are known but are unable to care for the animals (i.e. Owned-Animal Foster Agreements); and (3) the fostering of found animals whose owners are currently unknown (i.e. Finder-Foster Agreements).

This Foster Agreement is a/an (*select one*):

- ☐ Shelter-Animal Foster Agreement
- ☐ Owned-Animal Foster Agreement
- ☐ Finder-Foster Agreement

1. **Parties.** This Foster Agreement ("Agreement") to provide temporary foster services for the following animals ("Foster Animal(s)") is entered into on this _____ day of _____, 20____ ("Effective Date") by and between Contra Costa County, for its Animal Services Department ("CCAS" or "County"), and the individual whose name is listed on the signature page of this agreement ("Foster Parent"). The County and the Foster Parent are sometimes referred to herein together as the "Parties," and each, individually, as a "Party."

Animal Name	Animal ID	Breed/Description

2. Term, Termination, and Return.

- a. Term. The term of this Agreement (“Foster Term”) shall begin on the Effective Date, and it shall expire on the _____ day of _____, 20_____, or the date the Foster Animal(s) are adopted or reunited with their owner, whichever occurs first.
- b. Termination. Any Party may unilaterally terminate this Agreement, for any reason or for no reason, upon 24 hours’ advance written notice to the other Party (“Termination Notice”) at the other Party’s email address, as follows:

To County:

To Foster Parent:

A Termination Notice shall be deemed given on the same day it is emailed to the recipient’s email address above.

- c. Return. The Foster Parent shall undertake reasonable efforts to deliver the Foster Animal(s) to CCAS by the end of the next CCAS business day occurring after Termination Notice is given. CCAS business days are Tuesday through Saturday, 10:00 a.m. to 5:00 p.m., excluding County holidays. If the Foster Parent is unable to deliver the Foster Animal(s) to CCAS by that deadline, the Foster Parent shall promptly contact CCAS at 925-723-2789 to arrange another time to return the Foster Animal(s), which shall not be more than 72 hours after a Termination Notice is given.

3. Medical Disclosure. The Foster Parent acknowledges that all of the following are true:

- a. The Foster Parent has received and reviewed a copy of the Foster Animal(s)’s medical history, or has waived a medical evaluation for the Foster Animal(s). *(Select one and Foster Parent to initial)*
 - ☐ The Foster Parent has received and reviewed a copy of the medical history for the Foster Animal(s). _____
 - ☐ The Foster Parent hereby waives the medical evaluation for the Foster Animal(s). _____
- b. CCAS may have limited knowledge of the Foster Animal(s)’s medical history, and as such, the Foster Animal(s)’s medical history may be incomplete.

4. **Behavioral Disclosure.** The Foster Parent acknowledges that all of the following are true:
- a. The Foster Parent has received and reviewed a copy of the Foster Animal(s)'s behavior evaluation notes, or has waived a behavior evaluation for the Foster Animal(s). (*Select one and Foster Parent to initial*)
 - ☐ The Foster Parent has received and reviewed the behavior evaluation notes for the Foster Animal(s). _____
 - ☐ The Foster Parent hereby waives the behavior evaluation for the Foster Animal(s). _____
 - b. CCAS may have limited knowledge of the Foster Animal(s)'s background, and, while a behavior evaluation endeavors to record all noteworthy behavior of Foster Animal(s), a behavior evaluation may not note all behavioral abnormalities.
5. **Incorporation of General Conditions and Foster Care Manual.** The General Conditions attached hereto are incorporated in and made a part of this Agreement as though fully set forth herein. The Foster Parent agrees to satisfy the requirements of the General Conditions of this Agreement. The requirements of the "Contra Costa County Animal Services Department Foster Care Manual," and any future updates thereto (the "CCAS Foster Care Manual"), are incorporated in and made a part of this Agreement as though fully set forth here. By signing this Agreement, the Foster Parent acknowledges that they have received a copy of the CCAS Foster Care Manual. Any future updates to the CCAS Foster Care Manual will be emailed to the Foster Parent at their email address identified in Section 2(b).
6. **For Owned-Animal and Finder-Foster Agreements Only.** If this Agreement is an Owned-Animal Agreement or a Finder-Foster Agreement, the General Conditions of this Agreement are modified, as follows:
- a. Section 11(c)(vii) of the General Conditions requiring that Foster Parents act as adoption ambassadors for the Foster Animal(s), is deleted in its entirety.
 - b. Section 11(i)(i) of the General Conditions is deleted in its entirety and replaced with new Section 11(i)(i), to read: "The Foster Parent is no longer able to fulfill the terms of this Agreement or comply with the CCAS Foster Care Manual, except where the CCAS Foster Care Manual directs the Foster Parent to acts as an adoption ambassador to encourage the Foster Animal(s)'s adoption."
7. **For Owned-Animal Agreements Only.** If this Agreement is an Owned-Animal Agreement, the Foster Parent shall not post pictures of the Foster Animal(s) on any social media page, including but not limited to Facebook, Instagram, X (formerly Twitter), Snapchat, and TikTok. This requirement shall survive the expiration of termination of this Agreement.

8. **For Finder-Foster Agreements Only.** If this Agreement is a Finder-Foster Agreement, Section 11(i), below, requiring immediate written notification to CCAS, is amended to add a new subsection (vi), to read: “Foster Parent learns the identity of the Foster Animal(s)’s owner or suspected owner.”

[Remainder left blank. Signatures on next page(s).]

**SIGNATURE PAGE
(Foster Agreement)**

By executing this Agreement, the undersigned Parties enter into this Agreement as of the Effective Date.

FOSTER PARENT

Signature

Name:

Driver's License No.:

DOB:

Residence Address:

Telephone No.:

Email Address (if different from Section 2(b), above):

**CONTRA COSTA COUNTY
ANIMAL SERVICES DEPARTMENT**

Signature

Name:

Title:

Foster Coordinator's Name:

Foster Coordinator's Telephone No.:

Foster Coordinator's Email Address:

GENERAL CONDITIONS
(Foster Agreement)

9. **Qualifications.** The Foster Parent acknowledges that all of the following are true:

- a. The Foster Parent is at least 18 years of age;
- b. The Foster Parent has no legal, physical, or other restrictions that prohibit the Foster Parent from caring for the Foster Animal(s) in accordance with the terms of this Agreement; and
- c. Neither the Foster Parent, nor anyone currently residing at the Foster Parent's residence, has ever been charged with or found guilty of violating any local, state, or federal law concerning the welfare of, or cruelty to, animals.

10. **Compensation.** The Foster Parent's participation in this Agreement is voluntary, and as such, the Foster Parent will receive no compensation of any kind under this Agreement. CCAS will provide food, veterinary care, and medications for the term of Foster Term.

11. **Foster Parent Obligations.** The Foster Parent shall satisfy the following obligations:

- a. Foster Term. The Foster Parent shall retain only temporary physical custody of the Foster Animal(s) for the length of the Foster Term, or until the Foster Animal(s) has or have been adopted or reunited with their owner, whichever occurs first. The Foster Parent must return the Foster Animal(s) to CCAS at the end of the Foster Term, or immediately in accordance with Section 2(c) above, upon the request of CCAS.
- b. Responsiveness. The Foster Parent shall respond to all communications from CCAS staff or potential adopters within 24 hours.
- c. CCAS Foster Care Manual. The Foster Parent shall read and comply with the CCAS Foster Care Manual, including but not limited to by:
 - i. Implementing an enrichment plan for the Foster Animal(s), if required by CCAS.
 - ii. Checking in regularly with their assigned Foster Mentor, especially regarding any behavioral concerns observed in the Foster Animal(s).
 - iii. Feeding the Foster Animal(s) separately from all other pets in the Foster Parent's residence.
 - iv. Abiding by the guidelines and protocols regarding the proper care of Foster Animal(s), as outlined in the section titled "Proper Housing and Care Requirements" of the CCAS Foster Care Manual.

- v. Scheduling follow-up medical appointments and vaccine booster shots, as required by the unique needs of the Foster Animal(s).
 - vi. Crate training the Foster Animal(s).
 - vii. Acting as an adoption ambassador to encourage the Foster Animal(s)'s adoption, as requested by CCAS.
- d. Applicable Law. The Foster Parent shall abide by all applicable local, state, and federal laws related to animal welfare.
- e. No Breeding. The Foster Parent shall not allow the Foster Animal(s) to breed or be used for breeding.
- f. Physical Possession. The Foster Parent shall not transfer physical possession, custody, or control of the Foster Animal(s) to any other person for any length of time without the prior written consent of CCAS.
- g. Supervision. The Foster Parent shall not allow the Foster Animals(s) to be alone or unsupervised with any person under the age of 18 without the prior written consent of CCAS.
- h. Inspection. The Foster Parent shall provide, upon 24-hours advance notice from CCAS, access to their residence identified above for purposes of an inspection to ensure compliance with this Agreement.
- i. Communication. The Foster Parent shall immediately advise CCAS in writing, by emailing the foster department at fosterprogram@asd.cccounty.us, and calling: 925-723-2789, if any of the following occur:
- i. The Foster Parent is no longer able to fulfill the terms of this Agreement or comply with the CCAS Foster Care Manual.
 - ii. The Foster Animal(s) display(s) any aggressive behavior, including but not limited to resource guarding, reactivity, prey drive, aggression towards people or other animals.
 - iii. The Foster Parent develops concerns about the Foster Animal(s)'s health; or there has been an adverse change in the Foster Animal(s)'s behavior or physical condition, including but not limited to biting, extreme lethargy, loss of appetite, breathing difficulty, or unusual weight gain or weight loss; or the Foster Animal(s) has/have escaped from the Foster Parent's custody, or has/have died.
 - iv. The Foster Parent or any other person is injured by the Foster Animal(s).

- v. There is a change in the Foster Parent's residence. If a change in residence will result in moving outside of Contra Costa County, the Foster Parent shall notify CCAS in writing at least one month prior to the move.
 - j. Emergency Medical Care. If the Foster Animal(s) experience(s) a medical emergency, the Foster Parent shall follow the CCAS Foster Care Manual's "At a Glance" instructions, and immediately transport the Foster Animal(s) to CCAS or an authorized veterinary clinic to receive appropriate care, as directed by the CCAS Foster Care Manual. CCAS has the sole authority to make all medical decisions for the Foster Animal(s), except in the event of an emergency after which the Foster Parent has attempted to contact CCAS.
 - k. Routine Medical Care. The Foster Parent shall schedule and transport the Foster Animal(s) to CCAS for all routine, non-emergency veterinary care. CCAS will provide all routine, non-emergency veterinary care for the Foster Animal(s). The Foster Parent shall follow all medical instructions given by CCAS veterinary staff.
12. **Release**. The Foster Parent releases the County, its officers, employees, and representatives ("Released Parties") from all liabilities, costs, damages, and expenses (collectively, "Liabilities") connected with or arising from any damage, injury, or death caused or contributed to by the Foster Animal(s) during the Term of this Agreement; and the Foster Parent expressly waives the right to make any claim against any Released Parties for such Liabilities and expressly waives all rights provided by section 1542 of the California Civil Code, which reads: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." This Section 12 shall survive the expiration or termination of this Agreement.
13. **Consequences of Violation**. The Foster Parent understands and acknowledges that, if the Foster Parent violates any requirement of this Agreement, the CCAS Director, or designee, at their sole discretion, may terminate this Agreement and disqualify the Foster Parent from any future participation in CCAS foster programs. The Foster Parent further understands and acknowledges that, depending on the circumstances, a violation of this Agreement might also constitute a violation of a local, state, or federal law.
14. **No Third-Party Beneficiaries**. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties and their successors and assigns, any rights or remedies by reason of this Agreement.
15. **Amendment**. This Agreement may not be modified or amended except in a writing signed by all Parties hereto.

16. **Construction.** This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties have prepared it. The Parties to this Agreement and their attorneys have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.
17. **Waiver.** A waiver of breach of any obligation under any provision in this Agreement shall not be deemed a waiver of any other obligation under any provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party.
18. **Governing Law.** This Agreement shall be governed and construed in accordance with California law.
19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, constitute one and the same instrument.