

# Friends of Sangamon County Animal Control Foster Agreement

This agreement (**Agreement**) is entered into between Friends of Sangamon County Animal Control (**Friends**) and the undersigned individual(s) (**undersigned Foster Home**) serving as a foster home to provide care for a dog/cat that is the property of or is in the regulatory or court ordered custody of **Friends**. This **Agreement** is set forth in compliance with and consistent with the Illinois Animal Welfare Act, 225 ILCS 605/1 et seq, (the Act) and more specifically, but not limited to, those provisions of the Act specifically applicable to foster homes:

225 ILCS 605/2

Section 2. Definitions

“Foster home” means any entity that accepts the responsibility for stewardship of animals that are the obligation of an animal shelter or animal control facility, not to exceed 4 foster animals or 2 litters under 9 weeks of age at any given time. A written agreement to operate a “foster home” shall be contracted with the animal shelter or animal control facility

225 ILCS 605/3.2

Sec. 3.2 Foster Homes

A person shall not operate a foster home without affiliating by formal written agreement with an animal shelter or animal control facility for which that person will operate the foster home. The written agreement shall include a clause allowing for the Department to inspect the foster home. The animal shelter or animal control facility shall be responsible for the records and have the obligation of stewardship for all animals in the foster home with which it affiliates.

Foster homes shall provide the care for animals required by this Act and shall report any deviation that might affect its adherence to its written agreement with the affiliating animal shelter or animal control facility. If the subject of a complaint, a foster home may be inspected by the Department under the Department’s licensing authority relative to the affiliating animal shelter or animal control facility. Refusal of the Department’s inspection may result in revocation of the license.

A foster home shall not care for more than 4 foster animals or more than 2 litters under 8 weeks of age at any one time.

(Source: P.A. 100-870, eff. 1-1-19; 101-295, eff. 8-9-19.) (225 ILCS 605/3.3)

225 ILCS 605/3.3

Sec. 3.3 Adoption of dogs and cats.

- (a) An animal shelter or animal control facility shall not adopt out any dog or adopt out or return to field any cat unless it has been sterilized and microchipped. However, an animal shelter, animal control facility may adopt out a dog or cat that has not been sterilized and microchipped if:
  - (1) Blank; or

- (2) The adopting owner has executed a written agreement to have sterilizing and microchipping procedures performed within 14 days after a licensed veterinarian certifies the dog or cat is healthy enough for sterilizing and microchipping procedures, and a licensed veterinarian has certified that the dog or cat is too sick or injured to be sterilized or it would be detrimental to the health of the dog or cat to be sterilized or microchipped at the time of the adoption.
  - (b) An animal shelter or animal control facility may adopt out any dog or cat that is not free or disease, injury, or abnormality if the disease, injury, or abnormality is disclosed in writing to the adopter, and the animal shelter or animal control facility allows the adopter to return the animal to the animal shelter or animal control facility.
  - (c) The requirements of subsections 9(a) and (b) of this Section do not apply to adoptions subject to Section 11 of the Animal Control Act.
- (Source: P.A. 101-295, eff.8-9-19)

225 ILCS 605/18

Sec. 18.

The licensee shall:

- (a) Maintain sanitary conditions.
- (b) Insure proper ventilation.
- (c) Provide adequate nutrition.
- (d) Provide humane care and treatment of all animals under his/her jurisdiction.
- (e) Take reasonable care to release for sale, trade, or adoption only those animals which are free of disease, injuries or abnormalities. A health certificate, meeting the requirements of the Department and issued by a licensed veterinarian for any such animal within 5 days before such sale, trade or adoption is prima facie evidence that the licensee has taken reasonable care, as required by this paragraph.
- (f) Inspection of the premises of a licensee to determine compliance with this Act may be made only by the Department.

(Source: P.A. 78-900).

For the purposes of meeting the requirements of all applicable state and local law pertinent to the maintenance and care of dogs and cats, **Friend's** policies as well as requirements of **Friend's** insurance coverage, the undersigned Foster Home agrees to the following:

1. The **undersigned Foster Home** agrees to provide the foster dog(s)/cats(s) with proper care, including but not limited to good quality food, water, adequate exercise, shelter, and loving attention. **Friends** will provide food for the foster animal.  
 \_\_\_\_\_ (undersigned Foster Home initials)
2. All veterinary care (including preventive measures) shall be administered solely per the direction of **Friends** and by **Friends'** selected veterinarians. **Friends** shall cover all costs of medical and preventive care.  
 \_\_\_\_\_ (**undersigned Foster Home** initials)

3. The **undersigned Foster Home** shall adhere to all applicable **Friends'** medical protocols for its dog(s)/cat(s) and shall schedule and attend with the dog/cat all required veterinary appointments. If the **undersigned Foster Home** cannot facilitate and attend a veterinary appointment, he/she shall arrange to have a **Friends** representative facilitate and attend the appointment. The **undersigned Foster Home** shall cooperate in the establishment and reporting of its foster dog/cat medical records, including communicating the fact of all appointments and the content of all consultations with the treating veterinarian(s) to **Friends**.

\_\_\_\_\_ (**undersigned Foster Home** initials)

4. The foster dog/cat remains the property of **Friends** and all decisions pertaining to the foster dog/cat's welfare and medical needs shall be decided by **Friends**. **Friends** may, as is its policy, consult and obtain the input of the **undersigned Foster Home** regarding all aspects of the dog/cat's care, including any rehabilitation (medical or behavioral) in progress. The **undersigned Foster Home** agrees to return any dog/cat that is the subject of this **Agreement** to **Friends** immediately upon demand to do so. If **Friends** is forced to undertake any action to enforce this provision of the **Agreement**, the **undersigned Foster Home** agrees to indemnify **Friends** for all court costs and attorneys' fees associated with such an action.

\_\_\_\_\_ (**undersigned Foster Home** initials)

5. The **undersigned Foster Home** agrees to allow the Department of Agriculture to inspect the home in the context of the house serving as foster care for the dog/cat that is the property of or in the regulatory or court ordered custody of **Friends**.

\_\_\_\_\_ (**undersigned Foster Home** initials)

6. The **undersigned Foster Home** agrees to promptly and continually advise **Friends'** representatives of any noteworthy or problematic behavior and socialization observations regarding the dog/cat which is the subject of this **Agreement**. The purpose of this reporting is to promptly advise **Friends** of the dog/cat's demeanor and temperament so **Friends** can arrange for any necessary socialization resources that might be brought to bear, as well as to allow **Friends** to adequately document all information pertinent to the ultimate placement of the dog/cat. All behavioral or socialization issues that threaten the wellbeing of the dog/cat in the home shall be addressed by the **undersigned Foster Home** and **Friends** in as urgent manner as is possible.

\_\_\_\_\_ (**undersigned Foster Home** initials)

7. The **undersigned Foster Home** shall not place the dog/cat in anyone else's custody except in circumstances of pet sitting or a boarding kennel when the **undersigned Foster Home** needs to be away from the home. The **undersigned Foster Home** shall notify **Friends** as to the name and contact information for the individual or entity with the custody of the dog/cat, as well provide the caregiver contact information for **Friends**. The caregiver should be informed that in the event veterinary care is necessary, it is to be administered under the direction of **Friends**.

\_\_\_\_\_ (**undersigned Foster Home** initials)

8. All efforts should be exercised by the **undersigned Foster Home** to anticipate any need to return the dog/cat to **Friends** to allow **Friends** ample time to find new accommodations for the dog/cat.  
\_\_\_\_\_ (**undersigned Foster Home** initials)
9. The foster dog/cat shall be under the control of the **undersigned Foster Home** as all times. The **undersigned Foster Home** shall control the dog either on a leash or within the confines of a fenced area when the dog is outdoors. A foster cat shall be maintained indoors only.  
\_\_\_\_\_ (**undersigned Foster Home** initials)
10. The **undersigned Foster Home** acknowledges and agrees that if the foster dog/cat is the subject of a regulatory hold of any kind or a court case, access must be allowed to the dog/cat and/or the disposition of the dog/cat is totally dependent upon the outcome determined per the applicable regulatory provisions or ruling in the court case. The **undersigned Foster Home** will abide by the outcome dictated by the applicable regulatory provisions and/or the outcome of administrative or court proceedings.  
\_\_\_\_\_ (**undersigned Foster Home** initials)
11. The **undersigned Foster Home** shall be given the first right of adoption of his/her foster dog/cat. The **undersigned Foster Home** agrees to timely make the decision to adopt the dog/cat so that a pending adopter is not frustrated by the last-minute decision of the **undersigned Foster Home** to adopt.  
\_\_\_\_\_ (**undersigned Foster Home** initials)
12. **Friends** and the **undersigned Foster Home** understand that the provisions of this **Agreement** are legally binding, and any violation of this **Agreement** could result in legal liabilities for the **undersigned Foster Home** and **Friends**. The **undersigned Foster Home** agrees that if the **undersigned Foster Home** refuses to comply, or fails to comply for any reason, with any provision of this **Agreement**, **Friends** has the right to terminate this **Agreement** and to require the immediate surrender and return of the foster dog/cat. The **undersigned Foster Home** consents to provide **Friends** with access to his/her premises, if necessary, to facilitate the return.  
\_\_\_\_\_ (**undersigned Foster Home** initials)
13. The **undersigned Foster Home** understands that this **Agreement** pertains only to dog/cat that is the property of or in the custody of **Friends**. The **undersigned Foster Home** understands that this **Agreement** is of no legal application or significance regarding a dog/cat that is the property of or in the custody of any other individual, entity, rescue group or animal shelter. This **Agreement** is applicable regarding any dog/cat the custody of which **Friends** shares with an animal control unit, other licensed animal shelter or other animal shelter otherwise recognized under the Illinois Animal Welfare Act pursuant to an established sheltering relationship or memorandum of understanding.  
\_\_\_\_\_ (**undersigned Foster Home** initials)

14. The **undersigned Foster Home** agrees that in the event that any clause or provision of this **Agreement** shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this **Agreement**.  
\_\_\_\_\_ (**undersigned Foster Home** initials)

#### INDEMNITY

15. The **undersigned Foster Home** agrees to release, discharge, indemnify and hold harmless **Friends**, including its agents and volunteers for any and all personal injuries or damages to property or pets caused by the foster dog/cat.  
\_\_\_\_\_ (**undersigned Foster Home** initials)
16. The **undersigned Foster Home** recognizes that in handling foster dog(s)/cat(s), there exists a risk of injury including physical harm caused by the foster dog/cat. On behalf of the undersigned, his or her heirs, personal representatives, and executors, the **undersigned Foster Home** releases, discharges, indemnifies and holds harmless **Friends**, its agents and volunteers from any and all claims, causes of action or demands, or any nature of cause connected with this **Agreement**.  
\_\_\_\_\_ (**undersigned Foster Home** initials)
17. The **undersigned Foster Home** expressly agrees the releases and indemnity **Agreement** is intended to be as broad and inclusive as permitted by law.  
\_\_\_\_\_ (**undersigned Foster Home** initials)

#### PHOTOGRAPH AND AUDIO RELEASE

18. The **undersigned Foster Home** expressly grants **Friends** permission to make photographic, video and/or audio recordings of all members of the **undersigned Foster Home** with the foster dog/cat and/or during participation in a **Friends** or other event. The **undersigned Foster Home** grants **Friends** rights to all photographic images, video and/or audio recordings made. The **undersigned Foster Home** understands and agrees that **Friends** may use these photographs or recordings to promote **Friends** and its mission, including **Friends'** events and work, for fund-raising and other purposes **Friends** deems appropriate.  
\_\_\_\_\_ (**undersigned Foster Home** initials)

The **undersigned Foster Home** agrees that he/she is legally competent to entire into this **Agreement** and that this **Agreement** is binding upon their heirs, assigned, successors, personal representatives and executors of both parties.

This **Agreement** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**Foster Home** (representative)  
(address)

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Friends of Sangamon County Animal Control** (representative)  
P.O. Box 9742  
Springfield, Illinois 62791

\_\_\_\_\_  
Date