

**NICKEL CITY CANINE RESCUE, INC.
MEMBER AGREEMENT**

THIS MEMBER AGREEMENT ("Agreement") is made this _____ day of _____, 20____, by and between **Nickel City Canine Rescue, Inc.** ("NCCR"), and _____ (individually, "Foster" or "Volunteer" and collectively, "Member"), residing at _____. This Agreement is valid for any current or future animals ("Pet") in Member's care on behalf of NCCR.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. FOSTER RESPONSIBILITIES

- a. Foster agrees to care and love ANY Pet in Foster's care on behalf of NCCR as if it were Foster's own, and will provide Pet with exercise, proper food, fresh water, and basic obedience training.
- b. Foster acknowledges that NCCR has made no guarantees, representations and/or promises as to Pet's health, disposition, temperament, and/or future personality. Foster understands that Pet may have significant medical needs and/or socialization problems and may not be housebroken.
- c. Foster acknowledges and agrees that fostering of Pet on behalf of NCCR is solely at Foster's own risk.
- d. Foster understands that Pet shall be allowed to sleep indoors and protected from the elements or adverse conditions. Pet shall not be housed or kept outside or in a yard, or chained at any time. Pet shall not be allowed to roam free or unsupervised outside. Pet shall wear the collar supplied by NCCR with NCCR id tag at all times.
- e. Foster shall immediately notify the appropriate NCCR representative in the event of a missing or injured Pet.
- f. Foster agrees to assist in getting a photo of each Pet that comes under Foster's care on to NCCR website and social media page, including taking a photo and writing a short description, and submitting to the appropriate NCCR representative for review, or asking for assistance in taking the photo and writing a short description.
- g. Foster acknowledges and understands that any potential adopter must be screened, interviewed and approved by an authorized NCCR representative. Foster understands that his/her input will be appreciated and a part of the process, and that the final decision to place or not to place any particular dog with any particular potential adopter will be made by an authorized NCCR representative.
- h. Foster agrees to travel to obtain foster supplies, bring Pet to veterinary visits, and conduct meet and greets for the Pet with potential adopters within the approved adoption radius.
- i. Foster permits NCCR to visit at reasonable convenient times to check on the well being of the Pet.
- j. If Foster can no longer care for Pet, Foster shall notify NCCR and understands that NCCR will do everything possible to place the Pet with another suitable foster or adoptive home within a reasonable timeframe.

2. RULES AND CONDUCT

- a. Member agrees to abide by the rules of NCCR as set forth in the NCCR Policies and Procedure Manual, as may be amended from time-to-time.
- b. As a member of NCCR, Member agrees to conduct himself/herself in a mature, professional and responsible manner at all times at any home visit, event, meet and greet or other function where Member is representing NCCR.
- c. Member agrees that documentation and discussions regarding NCCR are considered confidential and should not be discussed with individuals who are not members or representatives of NCCR. This Agreement should also be considered confidential.

3. INDEMNIFICATION AND RELEASE OF LIABILITY

- a. Member acknowledges and agrees that Member is solely responsible for any and all damages, losses, liabilities and injuries, of whatever kind, caused by Pet while Pet is in Member's care or while at any function or event. Member releases NCCR and any of its officers, agents, contractors, and assigns from any and all present claims resulting from ordinary negligence on the part of NCCR, and agrees not to

sue NCCR for property damage, personal injury, and/or other loss that may result from the behavior or actions of Pet.

- b. Member agrees to indemnify, defend and hold harmless NCCR and its directors, officers, members, volunteers and representatives from and against all actions, claims, suits, losses, liabilities and damages, costs, expenses (collectively, "Claims"), including reasonable attorneys' fees, arising out of or relating to this Agreement, including, but not limited to, Claims from or caused by Pet while Pet is in Member's care, or while at any function or event, pursuant to this Agreement. The indemnity obligations contained herein shall include any Claims attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, which are caused by Pet. The indemnity obligations contained herein shall also include any Claims sustained by any animal, including Member's own animals or children, which are caused by Pet.
- c. If NCCR is forced to undertake any action to enforce the provisions of this Agreement, including the indemnity provisions under this Section, Member shall indemnify NCCR for all court costs and reasonable attorneys' fees connected with such an action.
- d. The remedies contained herein are cumulative and in addition to any other remedies at law or in equity.

4. TERMINATION

- a. This Agreement may be terminated by either party at any time.
- b. In the event that Foster does not comply with the terms of this Agreement, at the reasonable discretion of NCCR, NCCR may recover the Pet.
- c. In the event of termination, Foster will keep the Pet safe and continue to house and care for the Pet as required by this Agreement until arrangements can be made for return of the animal to NCCR. Foster further agrees to cooperate in efforts including helping with necessary arrangements for the safe return of Pet to NCCR.

5. MISCELLANEOUS

- a. This Agreement is governed by and construed in accordance with the laws of the State of New York, without reference to its conflict of law principles. The parties agree to submit to the personal and exclusive jurisdiction of the courts located in Erie County, New York.
- b. This Agreement constitutes the entire agreement between the parties regarding the subject matter contained herein and supersedes any and all prior agreement or understanding. No amendment, modification or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties.
- c. Member shall not delegate or assign any of its rights or obligations under this Agreement without NCCR's prior written consent. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- d. The waiver by a party of a breach of any provision of this Agreement shall not operate as, nor be construed as, a waiver of any subsequent breach thereof.
- e. If any section or portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.

IN WITNESS WHEREOF, this **MEMBER AGREEMENT** has been duly executed by the parties as of the date and year first written above.

MEMBER:

Signature: _____

Print Name: _____

NICKEL CITY CANINE RESCUE, INC.

Signature: _____

Print Name:_____ **Title:**_____