

Hurlin's Parrot Rescue

Foster Contract

Date of Contract: _____

Prior to filling out this contract please make sure that the following "read only files" have been read. Please initial below to show you have read each one.

_____ **Code of Conduct**
_____ **Quarantine Procedures**

Also required to be filled out is the:
_____ **Visitation Liability Release Form**

Foster Parent's Name: _____

Foster parent's Address: _____

Email: _____

Home Phone: _____

Cell Phone: _____

Work Phone: _____

Foster Parent's Driver's License Number: _____

Companion Bird to be Fostered: _____

Sex Male _____ Female _____ Unknown _____

Species: _____

ID # _____ Type of ID (band, chip...) _____

This contract is entered into on the _____ day of _____, _____ by Hurlin's Parrot Rescue and _____

Hurlin's Parrot Rescue agrees to provide for the foster of, and foster parent agrees to foster the companion bird described above according to the terms and conditions set forth herein. Also to be "included" in the agreement/contract is all information that was filled out on the Application form by the Foster Parent.

Many bird owners become disillusioned with the time and care that an exotic bird requires. This organization offers these owners an alternative to "passing the bird" to yet another possibly unsuitable situation. Hurlin's Parrot Rescue guarantees the continued care for the bird in a situation that will be best for the individual bird. A home that is informed and committed.

Hurlin's Parrot Rescue offers an outreach and placement program which locates, obtains and places into safe custody exotic birds which have been abandoned, mistreated, abused or are in need of a new home. Many of these birds have been shuffled from home to home all too often already. It is for this reason that we believe it is usually in the best interest of the birds we take in to bring them here to the rescue until they are able to be permanently adopted. During this time our qualified volunteers will work with this bird and learn more about his needs for his future placement.

Occasionally however, we do take in birds that are just not suited to come to the rescue. They need a more quiet and "settled" environment than the rescue can provide. It is for these situations that we need good qualified Foster Homes.

Congratulations on your decision to volunteer to foster a bird in your home. Of course we will do everything we can to help this transition go smoothly for both you and the bird. The bird that you are fostering has been surrendered, abandoned, or in some way displaced. It may have been abused or neglected. Hurlin's Parrot Rescue does not guarantee, nor is it responsible for the temperament or health of this bird, other than as is separately set forth in this contract. There will be an adjustment period. Remember to be patient and understanding.

Given the nature of exotic birds and the commitment that you are now making, it is imperative that you acknowledge reading and agreeing to the following guidelines as set out in the training and related documentation.

_____ I, as the Foster Parent, have completed the Basic Bird Care training class as offered by Hurlin's Parrot Rescue. (this training could consist of viewing a Power Point presentation on the basics of bird care, reading a guidebook or one on one training) and then following up with a 1-2 hour phone interview with a Hurlin's Parrot Rescue Representative.

_____ I hereby agree to read and follow the guidelines of HPR as published and communicated to me, and as may be amended by HPR from time to time.

_____ I acknowledge and agree that HPR may terminate a Foster Parent's right to keep and foster any HPR bird in his/her possession, and that by virtue of the foster care relationship, I do not and cannot obtain any right, title, or interest in any HPR property, including a bird.

_____ I acknowledge and agree that I may only obtain title, right or interest in HPR property, including a bird, if I am approved by HPR for adoption of a bird, and I thereafter provide to HPR the necessary documentation with HPR Adoption program. Furthermore, I understand that while HPR will usually provide the cage, perches and toys that the bird needs when going to its new foster home, other items (more toys, perches, etc) will need to be purchased as these are used and torn up. I am aware that not every parrot was relinquished with a cage, and there is a chance I may need to supply my own. I understand that although I can ask HPR for help, it is my responsibility to provide new toys and perches for the bird on an ongoing basis as long as (s)he is in my care. I am also responsible for providing all food for foster bird.

_____ I acknowledge and agree that HPR may demand the return of any and all HPR property, including the bird, without notice, and with or without cause. I hereby agree to promptly return all HPR property upon either oral or written demand by HPR. I further acknowledge that should I fail to return HPR property, including the bird, upon oral or written demand and my actions result in legal action being taken against me, I acknowledge and agree that I will be responsible for any and all expenses associated with the result of my failure to return HPR property.

_____ I acknowledge that birds may be dangerous and that HPR makes no representation or warranty regarding any condition of a bird, including his/her health, temperament, or his/her propensity to bite. I hereby agree to hold harmless and indemnify HPR and its officers, directors, agents, volunteers and employees from any and all liabilities, claims, costs, or actions including

without limitation those arising from this contract, the use and possession of any HPR property or premises, or the relationship between HPR and me.

_____ I acknowledge and understand that HPR is a Michigan non-profit corporation, and is operated for the benefit of exotic domestic birds. Further, all donations or monies paid to HPR are nonrefundable.

_____ I acknowledge and agree to contact HPR should I notice any problems or should questions arise as to the behavior or health of a foster bird. If appropriate, HPR may make recommendations of products, professionals, publications and other items, but HPR does not guarantee nor assume any responsibility or liability for these recommendations.

_____ I understand that I am fostering the bird and if I am unable to keep the bird, I will immediately notify HPR and arrange to return the bird. I agree to not give the bird to anyone else without the prior written approval of HPR.

_____ I will feed the bird a varied and healthy diet which will include fresh water and fresh raw fruits or veggies every day.

_____ I understand and agree to provide the bird with appropriate exercise for his/her species. I also agree to obtain pertinent information regarding the proper care that is specific to this particular breed. I will obtain this information from appropriate resources, including Hurlin's Parrot Rescue.

_____ I will provide the bird with a clean, well ventilated living space.

_____ I agree to "paper-clean" the birds cage daily, and to thoroughly clean it at least bi-monthly.

_____ I will immediately contact HPR if there are any signs of illness. If HPR refers me to an Avian Vet, I agree to immediately get the bird there as to not allow time for the birds health to deteriorate. HPR will only pay for an Avian Vet Visit under the condition that we pre-approve the visit unless you are not able to contact us and it is a life threatening emergency. I agree to have a list of Avian Certified Veterinarians readily available to me at all times so time is not wasted in research.

_____ I understand that birds can be a carrier of or infected with a disease that is undetectable using the current tests and tools available to avian veterinarians. HPR is not responsible for any incidence of disease in the foster bird. Furthermore, we are not responsible for any sickness to the other flock members of the foster home, nor are we to be held responsible for any sickness, injury or damage of property to anyone because of the foster bird.

_____ I will not at any time breed the bird.

_____ I will notify HPR within 24 hours of moving or changing my contact information, including my home, cell or work telephone number.

_____ I understand that parrot care is an expanding field and I will attempt to keep abreast of any new developments that may enhance my ability to care for the bird.

_____ I understand that parrots are not domesticated like dogs and cats, and that modifying certain behaviors may require training, expert advice and patience. I agree to work with the bird to modify any such undesirable behavior without the use of negative reinforcement or other methods which may harm him/her. I agree to learn about, practice and use positive reinforcement techniques as demonstrated by Susan Friedman and Steve Martin. I also understand that certain behaviors may never be entirely eradicated.

_____ I agree to give the bird all the attention, affection, interaction and mental stimulation appropriate to a highly intelligent and social creature. I agree to treat him/her like a loved and respected sentient being.

_____ I will keep the bird's wings properly clipped. I understand that HPR will do free wing clips for any foster bird, however if I am not able to get the bird to HPR it is my responsibility to pay a qualified person to do the wing clippings on the bird if I am not qualified of doing it myself. The same is true for nail trims.

_____ I will keep the bird in a totally smoke-free environment.

_____ I will keep the bird safe from other pets in my care.

_____ I agree to observe the bird daily both inside and outside of his cage.

I further agree to give the following time commitments:

* A minimum of 30 minutes of direct interaction daily.

*A minimum of 2-4 hours of out of cage time daily

_____ I agree from time to time, that HPR has the right to review the care and health of the bird. I understand that this may entail home visits or phone conversations.

_____ I agree to send out a monthly foster care report. I also agree and encourage a quarterly phone conversation to discuss any questions or concerns that might arise. It is also likely that from time to time the rescue will ask for some pictures to be taken to show the feather condition/etc of the bird in my care. I agree to take the following pictures when asked to provide them to the rescue. The pictures must be in good visible condition or be re-done if requested.

1.full body shot- front view showing tummy

2.full back shot- back view showing back and tail

3.vent of bird

4.close up head shot of the bird

5. Close up foot-shot of the bird

6. Any other that may appear needed if there is anything questionable from the previous pictures.

_____ I understand that by fostering a program bird, this activity may preclude me from fostering and/or adopting other program birds. The decision to allow additional program birds into my home is at the sole discretion of the HPR president or her appointees. Furthermore, I understand that I may not adopt or foster another program bird for a period of 6 months without the special approval of the HPR president.

_____ I understand that potential adopters will be visiting any program birds in my care and that I have no entitlement to be present during said visitations by potential adopters. I furthermore agree that it is my decision as to whether I take the bird to HPR property for the visit or for the potential adopter to be allowed to come to my home. Either way, I will cooperate as best I can on the times they need to come and work that into my schedule.

_____ I understand that I am obligated to keep HPR informed of any behavioral changes, injuries, accidents, illnesses, and/or potential/suspected illnesses of any program bird. The notification is to be made immediately to the following number: Tara, Vice President of HPR: 231-392-6047

_____ I understand that the bird and the supplied cage/toys/perches, etc. are the property of HPR. If at any time it becomes the opinion of HPR that any of the previously mentioned conditions are not being met, I am responsible to get these items back to HPR immediately.

_____ I understand that my household may add non-program companion pets only when I have provided a minimum of two weeks written notice to HPR. Furthermore, I understand that such addition of a companion pet, or pets, could result in the removal of any and all HPR program birds.

_____ Except as set forth above, HPR makes no representations, warranties or guarantees and assumes no liability for health, age, temperament (including the propensity to bite), behavior, talking ability or condition of the birds available for placement.

_____ If you currently have other birds, it is required that you observe reasonable quarantine procedures as described in the Quarantine Procedure pamphlet for not less than 30 days. This quarantine period is for the protection of the foster bird as well as any other birds in the foster home. The foster parent understands, however, that no period of quarantine can insure against the spread of disease.

_____ HPR program is operated for the benefit of the birds that we place. While we are not veterinarians, if any problems or questions arise as to the behavior or care of a bird, we welcome and encourage your inquires.

_____ HPR is delighted to make recommendations of products, professionals, publications and other items and services relevant to the care of birds. However, neither HPR nor any of its volunteers or representatives assumes any responsibility for these recommendations.

_____ In the event that any action is brought to enforce the terms of this contract, it shall be brought in the county of Grand Traverse, Michigan, and prevailing party shall be awarded costs of the action, including reasonable attorney's fees. The term "action" refers to any litigation, arbitration, or other proceeding, and includes without limitation, negotiations to enforce this contract.

_____ I understand that failure to comply with any portion of this contract constitutes a breach of this contract which will result in having any foster bird removed from my care.

_____ This contract (along with previously mentioned Online Foster Application) contains the entire agreement between HPR and me. No other contract, statement or promise made on or before the date of this contract will be binding on HPR or me. This contract may only be modified by written agreement between HPR and me. If any provision of this contract is held in whole or in part to be unenforceable for any reason, the remainder of the provision and the contract will be servable and remain in effect.

My signature below indicates that I have read this document, I understand what is contained within this document, and further that I agree to the items and issues within this document. My signature confirms that this is a legal and binding document.

Foster Parent's Name (print) _____

Foster Parent's Signature _____

HPR Representative: _____

Date of Foster _____