



**CARING HEARTS FOR  
CANINES  
VOLUNTEER AGREEMENT**  
(the "Agreement")

This Agreement is made and entered into effective on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between Caring Hearts for Canines. ("CHFC"), and \_\_\_\_\_ ("Volunteer").

**RECITALS**

WHEREAS, in order to protect dogs, CHFC does accept for placement from individuals, animal shelters, humane societies and other persons and entities, dogs which are homeless ("Rescue Dog(s)");

WHEREAS, Volunteer intends to donate services to CHFC and CHFC intends to accept the donation of volunteer services;

NOW, THEREFORE, in consideration of the mutual promises, the parties hereto agree as follows:

**AGREEMENT**

1. Volunteer acknowledges to be over the age of eighteen (18) years and agrees to become a volunteer for CHFC with charitable intentions to perform a variety of services, which may include, but are not limited to, animal handling, custodial work, adoption event participation, driving a vehicle, Fostering (as applicable and as defined below) (collectively, "Volunteer Services"), subject to the terms and conditions stated herein. CHFC will consider volunteers over the age of 16 with a parent or legal guardian consent.

2. Volunteer understands and agrees that Volunteer's performance of Volunteer Services are without any express or implied promise of salary, compensation, or payment of any kind whatsoever. Additionally, Volunteer fully understands and agrees to provide Volunteer Services to CHFC without any employment-type benefits, including but not limited to, employment insurance programs, workers compensation accrual in any form, vacation or sick time or any other benefit typically received for employment services.

3. Volunteer understands that CHFC handles a large number of animals on a daily basis. The temperament of these animals is unknown to CHFC. Volunteer recognizes that in handling animals while performing Volunteer Services, there exists a risk of injury, including personal physical harm. Volunteer fully understands and agrees to assume all risks of personal injury, including bites, scratches, or other injuries, that may be involved in performance of Volunteer Services.

4. If Volunteer needs to utilize any vehicle in the performance of Volunteer Services, then Volunteer agrees to maintain registration and insurance coverage for the vehicle as required by law, as well as a valid driver's license.

5. Volunteer agrees to use current CHFC contracts for all applications, adoptions, owner surrenders, and any other transaction for which CHFC requires a signed contract.

6. Volunteer agrees to comply with Public Act No. 11-187 (the "Act"). CHFC is registered as an animal importer and Volunteer's status as a volunteer allows Volunteer to operate under CHFC's registration. Volunteer's compliance with the Act includes, but is not limited to, assisting CHFC in meeting the vet examination, record-keeping and adoption event notice requirements, and not participating in an adoption of a dog younger than 8 weeks. Volunteer also agrees to comply with all applicable statutes, regulations or ordinances in any other state as may apply in the performance of Volunteer Services.

7. Volunteer understands that CHFC expects high standards of moral and ethical treatment of the animals under CHFC's care while performing Volunteer Services.

8. Volunteer understands that each and every volunteer is required to have a signed Agreement on file with CHFC.

9. Volunteer understands that CHFC utilizes internet marketing as its primary tool to market Rescue Dogs. The marketing websites have strict rules regarding completion of the data fields. Volunteer agrees that when posting any

Rescue Dogs on the marketing websites, Volunteer will meet the marketing website data input requirements. Beyond marketing websites, CHFC uses other websites and social media outlets to market Rescue Dogs. Volunteer understands that any and all postings of Rescue Dogs under the CHFC name must be done by CHFC volunteers who have a signed Agreement on file with CHFC.

10. CHFC reserves the right to delete or modify in any way any posting under the CHFC name on any internet site, including marketing websites and social media websites, or anywhere else.

11. The parties acknowledge and agree that this Agreement will remain in effect until terminated by either party. Either party, in their sole discretion and for any reason whatsoever, may terminate this Agreement by providing written notice to the other party, except that if Volunteer is Fostering a Foster Dog, then Volunteer must return Foster Dog to CHFC in accordance with section 15.B. Upon termination of the Agreement, any provision that by its nature is intended to survive such termination will survive.

12. Except for any such injuries caused by Rescue Dog during an Adoption Event, Volunteer hereby agrees to defend, release, and hold harmless CHFC, including its Board Members, officers, agents, volunteers, and affiliates, from any and all claims, damages, costs, expenses (including attorney's fees and court costs), actions, causes of action, fines, and/or penalties, arising out of: Volunteer's performance of Volunteer Services; Volunteer's failure to comply with applicable laws; and/or Volunteer's breach of any terms of this Agreement.

Volunteer also agrees to release and discharge CHFC for any and all personal property damage and/or personal injury that may arise during Volunteer Services.

13. Volunteer understands that public relations are an important part of volunteering at CHFC. Volunteer agrees on behalf of Volunteer and his/her heirs, personal representatives, spouse, and executors to allow CHFC to use in CHFC's public relations efforts any photographs or videos taken of or by Volunteer while performing Volunteer Services or stories about Volunteer while performing Volunteer Services. CHFC may use reasonable efforts to notify Volunteer of such use, but failure of CHFC to provide notification to Volunteer of such use will not prevent or limit in any way CHFC's right to use the photographs, videos, or stories.

14. Volunteer understands that Volunteer may incur expenses while performing Volunteer Services, including, but not limited to, expenses associated with transporting Rescue Dogs and providing them with supplies such as food, treats, and collars. Volunteer agrees that all such expenses associated with Volunteer Services will be Volunteer's responsibility and will not be the responsibility of CHFC unless specifically approved by a CHFC Board Member in writing. Subject to CHFC's prior written approval, CHFC shall bear all health and veterinary care costs for its Rescue Dogs, including vaccines, microchipping, spaying or neutering, and boarding expenses.

#### **Fostering Terms and Conditions:**

15. If Volunteer elects to Foster, as defined below, any Rescue Dogs on behalf of CHFC, the following terms and conditions will apply. "Foster" shall mean the temporary housing and caring of a Rescue Dog by Volunteer until adoption. The term "Foster Date" is the date that Volunteer first Fosters Rescue Dog. Rescue Dogs that a Volunteer Fosters will be understood to be a Foster Dog while Fostering. Foster Dogs remain the property of CHFC even while in a Volunteer Foster's care.

- A. Spayed/Neutered. Volunteer agrees that if a Foster Dog is not spayed/neutered, Volunteer will not use or permit any person to use Foster Dog for breeding purposes. Volunteer agrees to keep female Foster Dogs in heat away from male dogs. Volunteer agrees to take all reasonable efforts, in coordination with CHFC, to have Foster Dogs spayed/neutered prior to their adoption.
- B. Return.
  - i. If for any reason, the Foster situation is not satisfactory to Volunteer, Volunteer agrees to give two (2) weeks notice to CHFC of Volunteer's intent to return Foster Dog. During this two-week period, Volunteer agrees to keep Foster Dog in Volunteer's possession at Volunteer's sole expense, unless otherwise agreed in writing by a CHFC Board Member. The start date of the two-week notice is defined as the postage mark date on the written notice or the date the email was sent to CHFC.

- ii. If Volunteer: fails to comply with all the terms and conditions of this Agreement; has made any misrepresentations to CHFC; and/or has mistreated or neglected Foster Dog as determined by CHFC; then CHFC, in its sole discretion, may demand Volunteer immediately return Foster Dog to CHFC. If CHFC makes such a demand, Volunteer will relinquish any and all rights, including custody, to CHFC, and will also immediately return all Foster Dog records.
  - iii. In the event of return for any reason described above, Volunteer agrees to return Foster Dog to CHFC in as good or better mental and physical condition as on the Foster Date.
- C. Transfer of Ownership. Volunteer may not transfer Foster Dog to any other person, firm, rescue group or other entity for any reason whatsoever.
- D. Loss or Death. Volunteer agrees to contact CHFC if Foster Dog is lost for more than two (2) hours. If Foster Dog dies while Volunteer is Fostering, Volunteer must notify CHFC within eight (8) hours of Foster Dog's death.
- E. Care.
- i. It is understood that Volunteer will keep Foster Dog as a house dog, not a kennel dog or yard dog, and that Foster Dog will not be kept chained or on a tie-out unsupervised at any time. Volunteer must never allow Foster Dog to roam free in an unfenced area without Volunteer's supervision. Volunteer must place Foster Dog on inoculation and heartworm preventative programs as established by CHFC's veterinarian for Foster Dog's continued health. Volunteer assumes all responsibility for Foster Dog, including, but not limited to, the general well-being of Foster Dog.
  - ii. Volunteer agrees to allow CHFC to periodically check Foster Dog's acceptance of the new Foster environment at any time to ensure Volunteer's compliance with the terms of this Agreement.
  - iii. Subject to availability, CHFC may provide to Volunteer a dog crate for Volunteer's use while Fostering. Volunteer shall return the crate to DSR upon Volunteer's completion of Fostering.
  - iv. Volunteer affirms that he/she has never been charged with animal cruelty and is not an animal dealer or broker.
- D. Foster Upkeep. Volunteer agrees to follow CHFC's instructions regarding the care, treatment, training and general foster home experience for each Foster Dog. Such instructions include, but are not limited to, keeping Foster Dog on a leash at all times unless in a safely fenced area or in Volunteer's home and following reasonable safety procedures when socializing Foster Dog with people and other pets. Upon CHFC's request, Volunteer agrees to provide to CHFC truthful, full reports on any subject related to Foster Dog.
- E. Value. Volunteer and CHFC agree that the value of each Foster Dog is \$500.00. If CHFC provides a dog crate to Volunteer, the value of dog crate is the replacement cost of a similar crate.
- F. Reimbursement. CHFC will reimburse Volunteer for any veterinary health care expenses incurred by Volunteer for Foster Dog's health during the Foster period, if and only if such health expenses are incurred at a veterinary facility approved in writing by CHFC before treatment commences, except if Foster Dog is in a life-threatening situation and needs immediate emergency veterinary care. Volunteer must submit receipts for reimbursement of such veterinary health care expenses to: Caring Hearts for Canines, P.O. Box 1219, Southern Pines, NC 28388.
- Reimbursement will be made within sixty (60) days of expense submission, unless agreed upon otherwise by CHFC and Volunteer in writing before Volunteer incurs such expenses. CHFC is not responsible for reimbursing Volunteer for any expenses outside of veterinary health care expenses including, but not limited to, food, obedience classes, toys, beds, and cleaning solutions for accidents in the house. In CHFC's sole discretion and subject to prior written approval, CHFC may provide reimbursement to Volunteer for Foster Dog behavioral help expenses.
- Volunteer acknowledges and agrees to bear all expenses for food, treats, toys and any other maintenance-type items, unless CHFC has agreed in advance in writing to provide reimbursement of such expenses to Volunteer.
- G. Foster Time Periods. CHFC will make every effort to adopt out Foster Dogs to new homes as quickly as possible. However, CHFC makes no claims or warranties as to the maximum duration of a particular fostering placement.
- H. Adoption Appointment Visits and Adoption. Individuals who may want to adopt Foster Dog ("Potential Adopter") will be sent to Volunteer's home for visits with Foster Dog only after CHFC approves them for

potential adoption. The visits will only be made by appointments known to Volunteer, Potential Adopter, and CHFC (“Adoption Appointment Visit”). Volunteer agrees to make himself/herself reasonably available for Adoption Appointment Visits while Fostering. Volunteer agrees to discuss Foster Dog with Potential Adopter and to allow safe contact between Potential Adopter and Foster Dog. If Potential Adopter requests that Potential Adopter’s dog(s) meet Foster Dog(s), Volunteer agrees to instruct Potential Adopter on how to conduct a meeting between Potential Adopter’s dog(s) and Foster Dog(s) before conducting such a meeting.

Volunteer understands that children should be allowed to meet Foster Dog only with supervision from their parent/guardian and Volunteer agrees to provide instructions regarding such meeting. When Potential Adopter’s dog and Foster Dog meet, children must be away from the general meeting area. After the first Adoption Appointment Visit with a Potential Adopter, Volunteer agrees to contact CHFC within twenty-four (24) hours to discuss the Adoption Appointment and Volunteer’s assessment of Potential Adopter. Potential Adopter may take Foster Dog home only after signing an Adoption Agreement and payment of an Adoption Fee.

- I. Physical Attributes. Volunteer agrees not to alter the physical appearance of Foster Dog in any way except to clean Foster Dog’s coat and ears, and clipping Foster Dog’s nails. Volunteer agrees to keep Foster Dog in appropriate clean and groomed condition to show Potential Adopters.
- J. Attorney’s Fees and Costs. Should it become necessary for CHFC to take legal action to recover Foster Dog or otherwise enforce the provisions of this Agreement, Volunteer agrees to pay all of CHFC’s court costs and reasonable attorney’s fees.
- K. Adoption Events. CHFC regularly participates in adoption events (“Adoption Events”), which require Foster Dogs to be physically present. CHFC feels strongly that the exposure of having Foster Dogs at Adoption Events significantly increases the probability of successful adoptions.

Volunteer understands that Foster Dog’s attendance at Adoption Events is a very important part of Fostering. Volunteer is committed to bringing Foster Dog to Adoption Events, if at all possible. If Volunteer is unable to attend an Adoption Event with Foster Dog, Volunteer will communicate by phone, email, or text with the appropriate CHFC representative to make arrangements for another CHFC volunteer to bring Foster Dog to the Adoption Event. \_\_\_\_\_ (*Volunteer initials*)

16. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina, irrespective of the laws that might otherwise govern under applicable principles of conflicts of laws. The parties agree to submit all disputes or issues arising out of or in connection with this Agreement to the exclusive jurisdiction of the Superior Court in Moore County, or to the United States District Court for the District of North Carolina, as may be appropriate.

17. Any notice required to be given under this Agreement shall be provided to P.O. Box 1219, Southern Pines, NC 28388 or caringheartscanine@gmail.com in the case of CHFC and to Volunteer’s mailing or email address as identified in Exhibit A.

18. This Agreement represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.

19. Failure of either party hereto to require the performance by the other party of any obligation under this Agreement will not affect any party’s right subsequently to require performance of that or any other obligation. Any waiver by any party hereto of any breach of any provision of this Agreement shall not be construed as a continuing waiver of any such provision or a waiver of any succeeding breach or modification of any other right under this Agreement.

20. If any provision of this Agreement is held to be invalid, unenforceable or illegal, the validity, enforceability, and legality of the remaining provisions will not in any way be affected or impaired.

21. Electronic signatures shall have the same effect as original signatures, and this Agreement may be executed in counterparts.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the Effective Date.

**Volunteer (print)**

**CHFC Representative (print)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Parent or Guardian Print Name (if Under the age of 18)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**ATTACHMENT A**

**Volunteer Contact Information**

First Name:		Last Name:	
Street Address:			
City, State:		Zip:	
Home Phone:		Cell Phone:	
Work Phone:		Email Address:	
<i>In Case of Emergency</i>			
Call:		Relationship	
Phone:		Email Address:	

Caring Hearts release & waiver form  
RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, \_\_\_\_\_ (“Participant”), acknowledge that I have voluntarily applied to participate in the following meet and greet with the dog:

\_\_\_\_\_ (Description of activities, which Participant will engage in)

I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: \_\_\_\_\_  
Parent or Guardian’s initials (if under 18): \_\_\_\_\_

As consideration for being permitted by Caring Hearts for Canines, in the County of \_\_\_\_\_ in North Carolina, and any lessor of Caring Hearts premises (“Lessor”), to participate in these activities, I forever release Caring Hearts, the State, the County, the Lessor, any fair affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND CARING HEARTS, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL. If Signed by Parent or Guardian: I verify that the dangers of the activities and the significance of this Release and Waiver were explained to the Participant and that the Participant understood them.

PARTICIPANT/RELEASOR \_\_\_\_\_  
Signature Date: \_\_\_\_\_