

CAIRN RESCUE USA
FOSTER HOME AGREEMENT

Foster Home Agreement (this "Agreement"), entered into as of the date written on the signature page, between Cairn Rescue USA, a New York not-for-profit corporation ("CRUSA") and the natural person(s) over the age of 18 years whose name and signature appear on the signature page (such person(s), individually or collectively, the "Foster Parent").

1. Application of Agreement. CRUSA and the Foster Parent agree that the terms of this Agreement will apply to the fostering by the Foster Parent at CRUSA's request of Cairn Terriers and mostly-Cairn mixes accepted into CRUSA's rescue program (each such dog, a "Foster Dog").

2. Housing the Foster Dog. The Foster Parent agrees to either (a) keep the Foster Dog indoors, except for reasonable short periods of time for play, potty, and exercise, or (b) weather permitting, keep the Foster Dog in a suitable kennel facility on the grounds of the Foster Parent's home. In the event that the Foster Dog is kept as permitted in option (b), the Foster Parent agrees to also ensure that the Foster Dog has adequate human interaction, socialization, and playtime.

3. Ownership of the Foster Dog. The Foster Parent understands and agrees that the Foster Dog is the legal property of CRUSA, and that all final decisions regarding its adoptive placement will be made by the CRUSA Board of Directors. If requested by an officer of CRUSA, the Foster Parent will promptly deliver possession of the Foster Dog to a CRUSA officer or rescue representative.

4. Foster Home Reports. As soon as possible after the arrival of the Foster Dog, the Foster Parent will complete an Initial Foster Home Report. This report lets the CRUSA officers know what additional vetting the Foster Dog requires. After 3 to 5 days of the Foster Dog's arrival, the Foster Parent will complete a Second Foster Home Report. Thereafter, the Foster Parent will complete a Subsequent Foster Home Report every other week UNLESS there is any type of change that CRUSA should be aware of, such as progress, behavior, medical, etc. in which case the Foster Parent should complete a Subsequent Foster Home Report sooner. The Foster

Home Reports referred to in this Paragraph 4 are online forms consisting of multiple choice questions with room for comments at the end. They are available at <http://www.CairnRescueUSA.com/rebs/> The user name is crusa and the password is rescue rep. If the user name and password are changed, the new user name and password will be provided to the Foster Parent by CRUSA's VP of Foster Homes and may also be obtained at any time by contacting any other Vice President of CRUSA.

5. Copies of Foster Dog's Records. The Foster Parent should make a copy of any paperwork that came with the Foster Dog, including any vet records, retain the copy, and mail the originals promptly and in any event within one week of the Foster Dog's arrival to CRUSA's CFO at the address indicated in Paragraph 16 below.

6. Introductions to Persons and Other Pets; Supervision with Children. The Foster Parent acknowledges that the Foster Dog's background may be unknown or not have been fully disclosed to CRUSA and agrees to exercise prudence and caution when introducing the Foster Dog to new situations, including new people and particularly children, as well as other pets in the household. No children shall be allowed to come into contact with the Foster Dog until the Foster Parent shall have had the opportunity to observe and evaluate the Foster Dog's temperament and determine it safe. In addition, CRUSA strongly recommends that the Foster Dog be kept in an area separate from the Foster Parent's own animals until its temperament and health have been evaluated. The Foster Parent accepts responsibility for any events that occur in connection with the fostering of the Foster Dog. If children will come into contact with the Foster Dog, the Foster Parent must supervise their interaction with the Foster Dog at all times. Neither CRUSA, nor any of its officers and directors shall be responsible for injuries to the Foster Parent, any other individual or any animal, nor for any loss or damage to property, caused by the Foster Dog while in the Foster Parent's custody.

7. Keeping the Foster Dog on Lead; CRUSA Id Tags. The Foster Parent agrees to keep the Foster Dog on lead in any area that is not totally secure or fenced. The only time the Foster Dog is to be off lead is in a secure fenced yard which has been checked for holes that a Cairn could escape or dig through. The Foster Parent also agrees to take the Foster

Dog out for occasional leashed walks to ensure that the Foster Dog is able to comfortably walk on lead prior to its adoption. The Foster Dog should wear a CRUSA Id Tag at all times. These tags are provided at no cost to all CRUSA Foster Homes and may be requested online by completing the Foster Home Supplies form located at <http://www.CairnRescueUSA.com/rep/>. The user name is crusa and the password is rescue rep. In addition, it is recommended that the Foster Dog also wear a tag containing the telephone number of the Foster Parent and the words REWARD.

8. Food and Exercise. The Foster Parent agrees to feed the Foster Dog a widely-available brand of dry dog food that does not contain corn and that can be purchased at any pet supply store or at any supermarket. Brands meeting this criteria include Nutro Natural Choice, and some Lamb and Rice kibbles (but not Iams). Please review the list of ingredients for other brands. Some foods labeled Lamb and Rice do contain Corn and all IAMS foods contain Corn. Cairns are generally allergic to Corn and the treatment of these allergies can be costly. The dry food may be combined with bits of a widely available moist food such as Mighty Dog or Nutro. The Foster Parent should avoid feeding the Foster Dog foods that can only be purchased regionally, online or by special order, raw food diets, or home-made foods. Notwithstanding the foregoing, if the Foster Dog suffers from allergies, the Foster Parent may feed the Foster Dog a fish and potato or venison and potato diet instead, such as Wellness, and if the Foster Dog requires a veterinary prescription diet, the Foster Parent shall feed the Foster Dog such prescription diet instead. Dog food expenses will be reimbursed by CRUSA upon presentation of receipts as provided in paragraph 16 below. The Foster Parent also agrees to provide adequate exercise for the Foster Dog.

9. Required & Reimbursable Vetting. If requested by a CRUSA Vice President, the Foster Parent shall take the Foster Dog for an examination by a veterinarian, which includes the following shots, tests, and procedures: (i) DA2PP vaccine or equivalent if not given within the prior 12 month period, (ii) rabies vaccine if expired, (iii) intranasal bordatella vaccine if not given within the prior 12 month period, (iv) heartworm test (but not treatment), (v) treatment of any current infection with antibiotics, (vi) treatment of any cut that may become infected or be painful for the dog, and (vii) spay/neuter if the Foster Dog is intact (but not blood panels unless the dog

is over 8 yo). All reimbursable expenses described in this paragraph will be reimbursed by CRUSA upon presentation of receipts as provided in paragraph 16 below. Special arrangements for CRUSA's direct payment of the Foster Dog's vet expenses may be made by contacting CRUSA's VP of Foster Homes in advance of the visit to the veterinarian.

10. Prohibited Medications; Non-Reimbursable Vet Expenses; Items supplied directly by CRUSA.

(a) The Foster Dog may NOT receive any of the following medications without prior approval of CRUSA's CFO or VP of Foster Homes because their side effects can result in death: (i) Rimadyl (except when given after surgery for a period not to exceed 10 days), (ii) Demeraxx, or (iii) the 6-month heartworm preventive injection Proheart-6 (not to be confused with Progard-6 which is a Parvo-Distemper combo and is okay). In addition, whenever possible it is recommended that the DHLPP vaccine be avoided unless leptospirosis is prevalent in the Foster Home's area (the DA2PP combination vaccine should be given instead).

(b) The Foster Parent understands that fecal tests are not reimbursable unless done at the express request of CRUSA's CFO or VP of Foster Homes, and that all CRUSA dogs are to be given Drontal Allwormer instead. Drontal Allwormer as well as Frontline Plus and Heartgard Plus will be supplied by CRUSA. To request them, the Foster Parent should complete the Foster Home Supplies Request Form. The link for it is <http://www.CairnRescueUSA/reps> . The username is crusa and the password is rescuerep. These products are NOT reimbursable if the Foster Parent buys them on his/her own, except when purchased at the express direction of CRUSA's CFO or VP of Foster Homes.

(c) The Foster Parent understands that blood panels will only be reimbursed if the Foster Dog is over the age of 8 years AND will be undergoing a treatment requiring anesthesia, or if the blood panel is needed to diagnose a medical condition such as diabetes or Cushing's disease for which the dog shows symptoms. EKGs and blood panels done in connection with spay/neuters for dogs under 8 years of age are NOT reimbursable and should be declined.

(d) The Foster Parent understands that all dentals require prior approval if they are to be reimbursed by CRUSA. In general a dental cleaning by a veterinarian will be approved if the Foster Dog's teeth are so neglected that they affect the overall health of the dog or if they cause significantly bad breath. It shall be the Foster Parent's responsibility to obtain a written estimate for any procedures submitted for approval.

12. Other Reimbursable Vet Expenses. Additional vet expenses not expressly listed in this Agreement in excess of \$20, individually or in the aggregate, will be reimbursed by CRUSA only if they are approved in advance by CRUSA's CFO or VP of Foster Homes.

11. Where to take the Foster Dog for Vetting.

(a) The Foster Parent understands that CRUSA prefers that its foster homes use either a VCA Animal Hospital or a Preferred Facility for the treatment of all CRUSA Foster Dogs. The list of Preferred Facilities is updated from time to time and can be obtained from CRUSA's CFO or VP of Foster Homes. To locate the nearest VCA Animal Hospital, the Foster Parent should visit <http://vca.know-where.com/vca/>. VCA Animal Hospitals are privately owned practices which offer high quality care at affordable prices. They also often provide a shelter discount of between 20% and 30%. To learn more about these hospitals the Foster Parent should visit <http://www.vcapets.com/>.

(b) The Foster Parent may use any veterinarian of his/her choice, including his/her own veterinarian, if the prices offered by such veterinarian are lower than (or at least comparable to) the prices offered by the VCA Animal Hospital or Preferred Facility that the Foster Parent would otherwise use.

(c) If there is no VCA Animal Hospital or Preferred Facility near the Foster Parent, the Foster Parent should call several vet practices around him/her to find a low cost one and also inquire if they provide rescue/shelter discounts. As an alternative, the Foster Parent may use the Banfield Animal Hospitals (which are co-owned by Petsmart and are located within or next to Petsmart stores), or the Foster Parent may take the Foster Dog to a shot clinic offered by local veterinarians in conjunction with

pet supplies stores such as Petco, Pet Supplies Plus and Petsmarts. The Foster Parent should keep a copy of the receipt showing the shots given to the Foster Dog in a safe place (and mail a copy to CRUSA's CFO at the address listed in Section 16) because it will be difficult if not impossible to obtain a duplicate shot record from Banfield or any shot clinic should the original records be lost or misplaced.

(d) If there is no VCA Hospital or Preferred Facility near the Foster Parent and the Foster Parent is unable to locate a low-cost alternative, the Foster Parent may use his/her own veterinarian provided the Foster Parent first obtains a list of prices for the required vetting procedures and submits the same by fax or by email to CRUSA's CFO for approval before taking the Foster Dog there. The fax number is 732-590-1204.

(e) In all cases, the Foster Parent should set up the account for the vetting of the Foster Dog not in the Foster Parent's own name but in the name of Cairn Rescue USA, using the address that appears in Section 16 of this Agreement and request the shelter discount if available. CRUSA will provide a letter to the Foster Parent upon request identifying the Foster Parent as a CRUSA foster home and a copy of CRUSA's 501c3 letter from the IRS recognizing CRUSA's charitable status. To request this documentation please contact CRUSA's CFO and VP of Foster Homes by email at least 3 days in advance of your appointment.

13. Emergency Vet Care. If a medical emergency arises with the Foster Dog, EVERY EFFORT should be made to contact CRUSA's VP of Foster Homes, even if it is in the middle of the night or if the call needs to be made from the Foster Parent's cell phone on the way to the emergency clinic, or in the alternative, your Foster Home Liaison or CRUSA's CFO or a Board Member. A current list of CRUSA's Officers and Directors and their contact information is available in the files section of the CairnRescueUSA yahoo group and is included in CRUSA's Foster Home Companion. A copy may also be obtained by contacting CRUSA's VP of Foster Homes.

14. Reimbursable Non-Vet Expenses. CRUSA will reimburse the Foster Parent for (or arrange for direct payment of) the following expenses: (a) shelter fees; (b) nail trim; (c) flea removal and tick removal products used for the Foster Dog, and subject to prior approval by CRUSA's CFO, professional flea or tick removal and/or professional grooming; (d) dog food

purchased in 20 lbs increments or if canned, 30 days supply; (e) boarding charges paid for vetting out the Foster Dog for 8 days at the direction of VP Foster Homes when the Foster Dog was obtained from a shelter; (f) transport to pick up the dog at intake; and (g) other expenses as shall have been preapproved by CRUSA's CFO or VP Foster Homes. Transport to meet the dog's adoptive family is reimbursable only if you let CRUSA's CFO know in advance that you will be seeking reimbursement, in which case the adoptive family is charged a transport fee. For groomings, please note that there is a limit of ONE professional grooming per dog and that a professional grooming should not exceed the range of \$45 to \$50. Tips to the groomer are NOT reimbursable. The Foster Parent should let the groomer know that the Foster Dog is a rescue dog. For upkeep, CRUSA will provide a Mat Coat King (which is the U.S. version of the German-made Mars Coat King) to the Foster Parent. The Mat Coat King is a stripper that is used like a brush to pull/rake the dead hair off the dog and maintain the coat. It is well tolerated by all dogs that also tolerate brushing. The Mat Coat King may be requested by submitting a Foster Home Supplies Form in accordance with the instructions contained in paragraph 10(b) above.

15. Crate-Training. CRUSA requires that all its rescue Cairns be crate trained prior to adoption. This means that the Foster Dog must be able to comfortably go in and out of the crate, stay in the crate for periods of 4 to 6 hours, and sleep in the crate. To that end, the Foster Parent should obtain a crate of proper size to crate train their Foster Dog. A Petmate Varikennel 200, Medium Pet Porter, Large Pet Taxi, or similarly sized crate (approximately 27L by 20W by 19H) is suitable for a Cairn. If the Foster Parent is unable to provide a crate, CRUSA may provide one, or direct the Foster Parent to purchase a Medium Pet Porter (which is the same size as the Varikennel 200) at their local Walmart and submit their receipt for reimbursement. The cost at Walmart for a Medium Pet Porter is approximately \$36 plus applicable sales tax. If supplied or reimbursed by CRUSA, the Crate is CRUSA property and should not go with the Foster Dog to its adoptive home unless the adoptive home has made arrangements to reimburse CRUSA for its cost. The Foster Parent should crate the Foster Dog at night for sleep and may feed its meals in the crate also if there are other dogs in the household. The water cup should be filled whenever the dog will be spending more than 2 hours in the crate. However, the Foster Dog should not be crated all day. A baby gated area or an exercise pen

should be used instead to confine the Foster Dog for extended periods of time during the day.

16. Procedure for Reimbursement. Receipts for reimbursable expenses shall be sent within 30 days of incurrence to:

Cairn Rescue USA
FDR Station
P.O. Box 6798
New York, NY 10150-6798

The Foster Parent's last name and the Foster Dog's name should be written on the top portion of each receipt submitted for reimbursement. If a receipt relates to more than one Foster Dog, please indicate what portion is for what Foster Dog. Expenses not submitted for reimbursement within such 30 day period will be presumed 'gifted' to CRUSA unless CRUSA's CFO is notified in advance of a delay in billing. All notices to CRUSA's CFO should be sent to Vva10967@aol.com or faxed to 732-590-1204.

17. Gifting Expenses. If a Foster Parent wishes to gift all or a portion of his/her Foster Dog's expenses, the Foster Parent should notify CRUSA's CFO and submit copies of the receipts for the expenses being gifted so that CRUSA can issue the Foster Parent a tax receipt (as all donations to CRUSA are tax deductible) and accurately reflect donations and expenses for IRS reporting purposes. Please write your name and the Foster Dog's name and the words "GIFTED" on the top portion of the receipt and mail it to the address noted in Paragraph 16.

18. Photographs and Website Write-Up. The Foster Parent should take several photographs of the Foster Dog with a digital camera as soon as possible after its arrival. If the Foster Parent has no digital camera, he/she must notify CRUSA's VP of Foster Homes, whereas a CRUSA digital camera will be mailed to the Foster Parent to enable the Foster Parent to take digital photos of the Foster Dog. Close-ups are important and lawn or yard shots are desirable. If necessary, have someone hold a leash to keep the Foster Dog from moving while you take the photo. Please visit the CRUSA Available Dogs page, at <http://www.cairnrescueusa.com/> (click on the heart that says Adopt) for examples of what looks good for a dog's listing. All photos should be submitted to Christy Innis at christy@gsinet.net with a

copy to CRUSA's CFO at Vva10967@aol.com. In addition the Foster Parent should submit to Christy Innis, with a copy to CRUSA's CFO, a short write up of the Foster Dog, not to exceed 2 paragraphs, for listing the Foster Dog on the CRUSA website, highlighting the Foster Dog's qualities and mentioning any areas where more work is needed, and any special needs the Foster Dog has. If known, the write up shall also indicate how the Foster Dog gets along with children, other dogs and cats. For examples of write ups please visit the CRUSA Available Dogs page. All write ups will be read and edited as necessary.

19. Compliance with Law. The Foster Parent agrees to comply with all applicable local, state and federal laws and regulations relating to the care, treatment and harboring of canines.

20. Identifying Potential Matches for Your Foster Dog & Joining CRUSA and CRUSAFosterParents Lists While You Foster. CRUSA's dogs are matched to applicants by CRUSA's Regional Placement Directors. There are currently 4 regions: Northeast, Southeast, Midwest and West. States that do not fit into one of these regions have been/are assigned to a region by the Board of CRUSA. To facilitate their review of adoption applications received by CRUSA for their foster dogs, the exchange of feedback with their Placement Director, and obtaining general support when fostering, all Foster Parents should join CRUSA's two working rescue lists on yahoogroups: CairnRescueUSA and CRUSAFosterParents at <http://groups.yahoo.com/group/CairnRescueUSA/> and <http://groups.yahoo.com/group/CrusaFosterParents/> at least for the duration of their fostering period. Membership in these 2 yahoo lists requires approval but all Foster Parents will be approved without having to submit additional information. Choosing "Digest" as your mail delivery option in Yahoo Groups will ensure that you get copies of all posts without overwhelming your mailbox as Digests generally contain groups of 25 posts and an index.

21. Foster Home Impression. CRUSA's adoption process involves putting the Foster Parent in contact with the applicant that has been matched to his/her Foster Dog, after that applicant's reference check and home visit have been completed successfully. The Foster Parent's role is to assess if the applicant and the Foster Dog are a good match and advise

his/her Placement Director of that assessment. To that end, the Foster Parent should prepare a short Foster Home Impression of the applicant and submit it to her Placement Director. The Foster Parent should also copy his/her Placement Director on any email correspondence with the applicant and should never promise the applicant that he/she will be approved to adopt the Foster Dog. If asked, the Foster Parent should advise the applicant that all placement decisions rest solely with the CRUSA Board.

22. Documentation Related to Foster Dog's Origin. It is CRUSA's policy NOT to provide adoptive homes information that would enable them to trace the origins of their new dog. This is done to avoid situations of harassment by a prior owner who may have changed his/her mind about having given up the dog and to avoid having mills identify rescue workers acting as bidders or purchasers of breeding stock. Accordingly, the Foster Parent should review all paperwork handed with the adoption contract to the adoptive home to ensure that any information on vet records or microchip registrations that identifies the prior owner or mill has been redacted out. For vet records you may leave the prior owners last name unredacted, as well as the city, state and zip but should redact the prior owner's first name, street address, phone number(s) and email address. This information should NOT be redacted out in the copies that are sent to CRUSA pursuant to paragraph 5 above. In no event should AKC (or any other registry service's) registration papers for the Foster Dog be included in the documentation given to the adoptive home. In addition all microchip registrations should be sent back to CRUSA and not be given to the adoptive parent. Microchip registrations are addressed in the Adoption Contract.

23. Foster Parent's Adoption of his/her Foster Dog. A Foster Parent wishing to adopt his/her Foster Dog must advise her Placement Director in writing of his/her intent and complete an online Adoption Application. Please note that applying to adopt your Foster Dog does not guarantee that your application will be approved as it will be reviewed with the same scrutiny applied to CRUSA's other adoption applications. It is possible that the perfect foster home is not the perfect forever home for the particular Foster Dog. CRUSA will consider a Foster Parent adoption ONLY if the written request is made and the Adoption Application is submitted PRIOR to the Foster Dog having been matched to an applicant. If the Foster Parent adoption is approved, the Foster Parent will be responsible for the typical

adoption donation that would apply to the particular Foster Dog based on its age and health.

24. Discontinued Fostering. Any questions or problems should be directed to CRUSA's VP of Foster Homes. CRUSA recognizes that occasionally a Foster Dog will need to be re-homed to a second foster home due to vacation or for other personal reasons. If there is a need to remove the Foster Dog from the Foster Parent's home, the Foster Dog must be given directly to a CRUSA Officer or rescue representative authorized by CRUSA.

25. Governing Law. This Agreement shall be governed by the laws of the State of New York, without regard to conflicts of law principles.

26. Foster Home Certification. The Foster Parent represents and warrants to CRUSA that he/she has never been convicted of animal cruelty, neglect or abandonment by a court of law or other appropriate governmental authority and agrees to notify CRUSA if he/she should no longer be able to make this representation.

(Signature Page Follows)

CRUSA FOSTER HOME AGREEMENT

IN WITNESS WHEREOF, the parties whose signature appears below have executed this Foster Home Agreement intending to be legally bound as of this ____ day of _____, 2006.

Signature of Foster Parent:

Signature of Cairn Rescue USA:

Print Name:

Print Address:

By: _____

Name: Shell Lewis

Title: VP Foster Homes

Instructions:

Please print and sign 2 copies of the signature page and return both by fax to 732-590-1204, or by mail to:

*Cairn Rescue USA
FDR Station
P.O. Box 6798
New York, NY 10150-6798*

The second copy will be returned to you by mail or email (PDF).