

Liberty Foundation Foster Agreement

Parties:

Liberty Foundation Australia Limited (ACN 629494220; ABN 24629494220) (**Liberty Foundation**)
and
Fosterer

Purpose of this Foster Agreement

This Foster Agreement sets out the terms under which Liberty Foundation will provide the Rescued Animal to the Fosterer for the purposes of caring for the Rescued Animal prior to, and in order for, the Rescued Animal to be provided to the Adopter.

Terms

In consideration of receiving the Rescued Animal from Liberty Foundation the Fosterer agrees to be bound by the following terms:

A. DEFINITIONS

Adopter means the natural person or people receiving legal title of the Rescued Animal from Liberty Foundation upon proper execution of the Liberty Foundation Adoption Agreement.

Condition means a condition the Rescued Animal has, including, but not limited to, an illness, infection, disease, physical impairment, behavioural issue, mental disposition or other psychological temperament that may or may not require ongoing treatment.

Fosterer means the natural person, aged between 18-65 years, voluntarily caring for the Rescued Animal on behalf of Liberty Foundation (which retains the legal title of the Rescued Animal) prior to, and in order for, the Rescued Animal to be provided to the Adopter.

Liberty Foundation means Liberty Foundation Australia Limited (ACN: 629494220; ABN: 24629494220), including its agents, officers and volunteers, being the party responsible for obtaining the Rescued Animal from a Research Establishment and placing it into the care of the Fosterer.

Research Establishment means the unnamed entity that the Rescued Animal originated from.

Rescued Animal means the animal Liberty Foundation has obtained from the Research Establishment.

B. RISKS ASSOCIATED WITH BEING A FOSTERER

1. The Fosterer acknowledges that the Rescued Animal has been either bred for the purposes of scientific research and experimentation, subjected to experimental research

procedures or protocols, or otherwise housed in a Research Establishment with other animals.

2. The Fosterer acknowledges that there is a risk inherent in fostering a Rescued Animal that the Rescued Animal has a Condition that is not otherwise disclosed in this Foster Agreement.
3. Liberty Foundation:
 - a. cannot disclose to the Fosterer information concerning any identifying particulars of the Research Establishment the Rescued Animal has been obtained from, nor details of the particular experimental research procedures or protocols the Rescued Animal has been subjected to by the Research Establishment; and
 - b. may not be aware of any or all Conditions the Rescued Animal has, by virtue of non-disclosure by the Research Establishment or otherwise by virtue of a failure to detect the Condition by the Research Establishment and/or Liberty Foundation.
4. Liberty Foundation is unable to make any guarantees with respect to a previous, current and future Condition experienced or potentially to be experienced by the Rescued Animal.

C. TRANSFER OF CUSTODY

5. Liberty Foundation will transfer custody of the Rescued Animal to the Fosterer upon proper execution of this Foster Agreement.
6. Once the Rescued Animal is in the custody of the Fosterer, the Fosterer must care for the Rescued Animal in accordance with section D of this Foster Agreement.
7. While the Rescued Animal remains in the custody of the Fosterer, Liberty Foundation retains legal title of the Rescued Animal.
8. The Rescued Animal ceases to be in the custody of the Fosterer once Liberty Foundation instructs the Fosterer to, and the Fosterer does, provide the Rescued Animal to the Adopter or back to Liberty Foundation.
9. Unless otherwise discussed, Liberty Foundation will find a permanent home for the Rescued Animal. Whilst the Rescued Animal is in the Fosterer's custody, the Fosterer can indicate to Liberty Foundation if they would like to be considered for permanent adoption of the Rescued Animal.

D. FOSTERER'S OBLIGATIONS

10. The Fosterer must meet each of the requirements in this section D while the Rescued Animal remains in the Fosterer's custody.
11. The Fosterer must provide, at their own expense, appropriate and sufficient food, water, shelter and kind treatment for the Rescued Animal.
12. The Fosterer must ensure that the Rescued Animal receives veterinary treatment to treat a Condition when necessary. The costs of the veterinary treatment will be paid by Liberty Foundation.
13. The Fosterer must ensure that, if the Rescued Animal is a dog, the dog is kept on a lead at all times and is not taken to off leash areas under any circumstances.
14. The Fosterer must ensure that the Rescued Animal in their care does not interact with the Fosterer's existing pets, unless otherwise agreed upon.
15. The Fosterer must provide proper protection for the Rescued Animal from predators.
16. The Fosterer must not cause or allow the Rescued Animal to be surrendered, given away, sold, culled, bred from, used for medical/veterinary purposes, used of experimental purposes, or used for any other business purpose.
17. The Fosterer must not permit euthanasia of the Rescued Animal without prior consultation with Liberty Foundation.
18. The Fosterer agrees not to engage in any media or fundraising activity under the Liberty Foundation name or branding or distribute content including Rescued Animals obtained from Liberty Foundation where the origin of the Rescued Animal would be cognisable.

19. The Fosterer must be contactable by Liberty Foundation by telephone. The Fosterer must provide updated contact details to Liberty Foundation as soon as possible in the event that their contact details change.
20. The Fosterer must notify Liberty Foundation on the progress of the Rescued Animal by the means agreed with Liberty Foundation, including, but not limited to providing updates regarding:
 - a. any incidents involving harm to the Rescued Animal;
 - b. any Conditions developed; and
 - c. any veterinary checks of the Rescued Animal.
21. The Fosterer agrees that Liberty Foundation may take photographs and video footage and use it for the purposes of marketing and promotion of Liberty Foundation. This may include printed and digital marketing, including the use of their image on social media platforms.
22. The Fosterer agrees for their personal contact information to be added to the Liberty Foundation database and agree to be contacted by email with regular updates on the activities of Liberty Foundation.
23. The Fosterer guarantees as part of this Agreement that they have not currently or previously been charged with, or convicted of, animal cruelty/abuse or with misconduct in a business that is involved in the care of animals.

E. RETURNING THE RESCUED ANIMAL TO LIBERTY FOUNDATION

24. If the Fosterer's circumstances change and the Fosterer feels at any time that they can no longer appropriately care for the Rescued Animal, the Fosterer must return the Rescued Animal to Liberty Foundation and/or contact Liberty Foundation on 0404088501 for collection.
25. If at any time Liberty Foundation is of the belief that a Rescued Animal is being mistreated or at risk of mistreatment, Liberty Foundation can seize the Rescued Animal without notice.

F. INDEMNITY

26. The Fosterer indemnifies Liberty Foundation from any claims, causes of action, liability, loss, damage and/or injury whether brought by an individual or other entity, or imposed by a court of law or by administrative action, arising out of any acts, omissions, negligence or wilful misconduct on the part of the Fosterer, in connection with this Foster Agreement.