

Wings of Love Bird Haven, Inc.

Home Checker/Transportation Contract/Agreement

Date of Application: _____

Prior to filling out this application 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**

Name of Home Checker Applicant: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Work Phone: _____

Email Address: _____

This contract is entered into on the _____ day of _____, _____
by Wings of Love Bird Haven, Inc. and

_____.

Wings of Love Bird Haven, Inc. agrees to provide work with the applicant as described in this document and 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 Home checker.

_____ As a home checker or transporter for WOL I fully understand that WOL does not provide me with any type of medical coverage or automobile coverage. By initializing here I am stating that I understand this and accept full responsibility.

In consideration to being permitted to be a home-checker or transporter for WOL, and the benefits attendant thereto, I do hereby state that I am over 18 and agree to the following by initializing each:

- _____ 1. I agree to follow any and all WOL guidelines without deviation.
- _____ 2. I understand that WOL birds are adopted through the application process and that the adoption/placement process is established by the Ex. Director and/or board members. Further, that when two or more parties are interested in adoption of the same bird, the decision is the Exec, Directors and/or board members to make, and said decision will be made in the best interest of the bird and WOL Bird Haven, Inc.
- _____ 3. I agree not to interfere with an adoption or with the removal of a bird from a foster or adoptive home.
- _____ 4. If I learn of information that could potentially impact the care, health, safety or location of a Haven bird, whether while in foster care or after adoption, I agree to immediately and discretely share that information with the Exec. Director so that information may be considered by WOL in the best interest of the bird.
- _____ 5. I understand that as a home checker and transporter my first duty is to WOL Bird Haven, and the furtherance of its procedures, guidelines and efforts to care for and protect the welfare of the birds coming into the program. If I ever feel I cannot place that obligation first in my words and actions relative to a situation, bird or person, I will voluntarily resign to avoid any conflict of interest or appearance of impropriety. I understand that my inability to follow such duty constitutes a conflict of interest.
- _____ 6. I understand that I may not unilaterally accept a bird on behalf of WOL without prior expressed approval from the Exec. Director. WOL will not take responsibility, financial or otherwise for birds accepted in violation of this provision.
- _____ 7. I understand that only the director (or board as a whole) has the authority to make decisions on behalf of WOL regarding fund-raising opportunities, the presentment of educational programs or to sign contracts on behalf of WOL. Home checkers or transporters presented with opportunities in these areas are encouraged to contact WOL director.
- _____ 8. I understand that only the director has the right to dismiss anyone as a home checker or transporter with WOL for any infraction of this agreement, or for any conduct contrary to the best interest of WOL.
- _____ 9. In the event that I resign or am dismissed as a home checker or transporter, I agree to fully cooperate and promptly make arrangements to return any and all birds, cages, equipment, etc. that are property of WOL. I understand that failure to do so will result in my being charged for the property's replacement cost.
- _____ 10. I am aware of the nature of the activities to be performed by me as a home checker or transporter and recognize that in handling birds, and

performing other volunteer tasks, a risk of harm, injury, illness or disease exists. This harm could be physical or to property I own. I agree that all volunteer activities are to be performed by me at my own risk and I assume full responsibility therefore.

_____ 11. On behalf of myself, my heirs, and personal representatives, I agree not to hold WOL Bird Haven, Inc., its agents or staff responsible for any injury or damage sustained or incurred by me arising out of or in any way connected with my activities as a home checker or transporter for WOL and thereby release and discharge WOL and its agents or staff from any and all claims, demands, causes or action of any nature or cause for any such injury or damage incurred or suffered by me or my family.

_____ 12. I have read, understand and comply with each of the above statements. I further agree that this contract/agreement is legally binding and does not have a time expiration as long as WOL Bird Haven, Inc. exists.

_____ 13. I assume full responsibility for any personal injury or any damages to my person, my family or my personal property which may occur directly or indirectly, while in, on or about WOL offices or any part of the WOL property or while accompanying any agent or staff of WOL while in performance of their duties.

_____ 14. I recognize and accept that in dealing with birds, I am voluntarily exposing myself and my family to the possibility of severe injury, illness, disease or death regardless of the size, species or apparent condition of any bird. I further recognize there are additional risks involving the care of birds including but not limited to risks associated with their food, cages, toys and cleaning agents.

_____ 15. I assume the risk of injury, illness, disease or death to myself or to any member of my household, or to visitors to my household, or of anyone exposed to a bird, and for damage to personal property or other companion animals, resulting from the birds in the Haven program and/or from my actions or activities as a WOL volunteer in connection with the birds care, including those arising from my participation in and traveling to or from WOL functions, activities, care centers or foster/adoption homes.

_____ 16. I will endeavor to take appropriate precautions to protect others from injury, illness, disease or death from the birds in the WOL program that are under my care or control or from any activities.

_____ 17. I hereby release, hold harmless, and covenant not to sue WOL Bird Haven, Inc. or its agents whom I otherwise claim or believe to be liable, for any and all actions, claims, or complaints from damages, injuries, deaths or losses sustained, or alleged to have been sustained of any kind or relating to WOL or from any activity work performed for or travel to or attendance at WOL Bird Haven functions, activities, or care centers wherever situated.

_____ 18. I fully and forever release and discharge WOL and its agents from any and all claims, demands, damages, rights of actions or causes of actions, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of my being in, on, or about any such WOL vehicle- or at any or all of the premises or places aforesaid, or while accompanying any agent of WOL as aforesaid.

_____ 19. I agree to defend and to pay any and all attorneys fees as a result of any action brought by or against WOL Bird Haven, Inc. and/or its agents for any of my actions or conduct of whatever kind of nature whatsoever, while in, on or about any WOL Bird Haven, Inc. vehicle, or at any or all of the premises or places aforesaid, or while accompanying any such agent as aforesaid.

_____ 20. I hereby certify that the information that I have provided through this document (and the original online application) is truthful and complete.

Home Checker Responsibilities

The home-checker will be responsible for going to check homes within a 2 hour radius of their home by using the www.mapquest.com mileage figures.

The home-checker will not be paid for the services rendered to the Haven, however a tax receipt can be issued upon written request for use as a write-off.

If the bird has to be picked up for any reason it will be brought back to the home-checker's home and kept there until another placement is made or until arrangements can be made to get the bird back to the Haven. During the time the bird is in your care you are considered a "foster" home for that bird and must fill out and abide by all foster care rules and regulations. (Please make sure to fill out the foster care agreement and send in along with this agreement)

You are guaranteed that you will not have more than 4 home-checks to do per month unless it is a re-check for a bird that was previously placed and needing to be picked up.

There could also be a circumstance where after contact with the family during the first year to three years of adoption that we feel warrants a second home-check. If this is required, but the bird remains in the home. Again no reimbursement for travel can be made by WOL as this is a volunteer assignment. However, you can send in a request for a tax receipt to use as a tax write-off.

Transporters Responsibilities

As a transporter, you will be asked to "caravan" a bird from point A to point B--- typically no more than 2 hours from your residence. On occasion you will need to keep the bird overnight-- but not typically. The bird will be in a carrier- and will need to remain in that carrier until the transport is complete.

Home-Checker/Transporter Contract

I understand that I will be asked to do no more than 4 home-checks or transports per month. I understand that I am expected to travel no more than a two hour radius from my home by using the map-quest mileage. I understand also that I might be asked to bring a bird into my home for an unknown period of time and keep him here and care for him until we can find a new placement for him. At such time foster papers/contract will need to be completed. If I am not able to keep him at my home, I understand that it is my responsibility to bring him back to the Haven. Should I need to bring him back to the Haven, I understate that there will be no monetary reimbursement for my travel expenses, but I will be issued upon request a receipt that can be used for tax purposes at the end of that year.

By signing this contract, I am agreeing to continue my volunteer home-check and transporters duties for a period of 2 years from the date the contract is signed. I understand that by signing this contract, I am bound legally to everything in this contract. In order to release this obligation I must place in writing that I wish to be removed of my duties and get a response affirming that release in writing.

Furthermore, I understand that the nature of the activities to be performed by me as a home checker/transporter and recognize that in handling birds, and performing other responsibilities as a home checker/transporter a risk of harm, injury, illness or disease exists. This harm could be physical or to property I own. I agree that all home checker activities are to be performed by me at my own risk and I assume full responsibility therefore.

I also understand that WOL offers no compensation in the way of medical coverage or automobile coverage to me as a home checker. Any problems that arise while doing activities for WOL is done at my own risk and expense.

I do understand that this is a legally binding contract. I further testify that I have also read WOL Code of Conduct and agree and will adhere to these rules while representing WOL in any volunteer situation.

Signature of Home Checker: _____

Date of Application: _____

Signature of WOL Representative: _____