PET CUSTODY AGREEMENT

This Pet Custody Agreement (this "Agreement") is made on _____ (the "Effective Date") between the following two people (each a "Party," and together the "Parties").

First Party: _____, mailing address _____.

Second Party: _____, mailing address _____.

The Parties are (check one): [ ] married to each other and separating; [ ] unmarried partners ending their relationship; [ ] co-owners, roommates or friends; [ ] a couple planning ahead in case they separate.

1. THE ANIMALS COVERED

Pet 1: name _____, species _____, breed _____, microchip number _____.

Pet 2: name _____, species _____, breed _____, microchip number _____.

Pet 3: name _____, species _____, breed _____, microchip number _____.

Each animal listed is a "Pet." An animal either Party acquires later is not covered unless both Parties add it in a signed writing.

2. OWNERSHIP

(Check one): [ ] The Parties own the Pets together, in equal shares, and neither may sell, give away or surrender a Pet without the other's written consent. [ ] _____ is the sole owner of the Pets; the other Party has only the rights this Agreement gives.

3. LIVING ARRANGEMENTS AND EXCHANGES

(Check one): [ ] The Pets will live with _____, and the other Party will have the Pets on this schedule: _____. [ ] The Pets will split time between both homes on this schedule: _____.

Exchanges take place at _____ on _____ at _____, unless the Parties agree otherwise. The Party handing over the Pets sends along any medications and special food. The Parties may change the schedule for holidays, travel or a Pet's health by agreeing in writing, including by text message or email.

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4. DAILY CARE

Whenever a Party has the Pets, that Party will provide proper food, water, shelter, exercise and veterinary care, keep vaccinations, licenses and tags current, and tell the other Party within 24 hours if a Pet is injured, seriously ill, lost, or bites a person or animal. The Party who has the Pets is responsible for harm a Pet causes during that time.

5. EXPENSES

The following costs are shared (check all that apply): [ ] food and supplies; [ ] routine vet care; [ ] emergency and major vet care; [ ] medications; [ ] pet insurance; [ ] grooming; [ ] boarding and pet sitting; [ ] licenses and microchip fees.

Shared costs are split _____ percent to the First Party and _____ percent to the Second Party. Other costs are paid by the Party who incurs them. Except in an emergency, a single shared cost over $_____ needs the other Party's consent. A Party who pays a shared cost sends a receipt within 30 days, and the other Party pays their share within 30 days after receiving it.

6. VETERINARY CARE

The Pets' regular veterinarian is _____. The primary contact on the veterinary records is _____. Each Party authorizes the veterinarian to share records with the other Party.

Routine care decisions are made by the Party who has the Pets. Major non-emergency decisions, such as surgery or ongoing treatment of a serious condition, are made by _____. In an emergency, the Party who has the Pets may approve any treatment the veterinarian advises.

7. TRAVEL AND MOVING

[ ] Neither Party will take the Pets out of state overnight without the other Party's written consent. A Party who plans to move will give the other Party written notice at least _____ days before the move. If a move makes the arrangement impractical, the Parties will try in good faith to agree on a new schedule before using the dispute process below.

8. IF A PARTY CANNOT PROVIDE CARE

If a Party cannot care for the Pets for more than 30 days in a row, or permanently, the other Party has the first right to take the Pets full time. If the other Party cannot, the Pets go to this backup caregiver, if willing: _____. Neither Party will surrender a Pet to a shelter or rescue without first offering it to the other Party at no cost, and neither will have a healthy Pet euthanized.

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9. END-OF-LIFE DECISIONS

Decisions about euthanasia and end-of-life care will be made by _____, guided by the veterinarian's advice and the Pet's quality of life. When time allows, each Party may spend time with a Pet before euthanasia and be present. Aftercare wishes: _____.

10. COURTS, DISPUTES AND GENERAL TERMS

The Parties will try to settle any disagreement by talking, then through mediation, before going to court in _____ County. The laws of the State of _____ govern this Agreement. In a divorce, a court may not be bound by this Agreement and may decide ownership of the Pets for itself. Most states treat pets as property, although some divorce statutes let a court weigh a pet's well-being.

This Agreement lasts for the life of the Pets unless the Parties end it in a signed writing. It is the complete agreement about the Pets, can be changed only in a signed writing, and binds the Parties' heirs and personal representatives. If a court finds any part unenforceable, the rest stays in effect. It may be signed in counterparts and electronically.

Additional terms: _____

SIGNATURES

First Party

Signature: _____ Date: _____

Printed Name: _____

Second Party

Signature: _____ Date: _____

Printed Name: _____

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