

PET CUSTODY AGREEMENT

This Pet Custody Agreement ("Agreement") is entered into on this _____ day of _____, 20_____, by and between:

PARTY 1:

Print Name: _____

Street Address: _____

City: _____

State: _____

Zip Code: _____

(hereinafter referred to as "Party 1")

AND

PARTY 2:

Print Name: _____

Street Address: _____

City: _____

State: _____

Zip Code: _____

(hereinafter referred to as "Party 2")

Party 1 and Party 2 may be collectively referred to as the "Parties."

RECITALS

WHEREAS, Party 1 and Party 2 were formerly in a relationship and are now separated or in the process of divorce;

WHEREAS, during their relationship, the Parties acquired and jointly cared for the pet(s) identified herein;

WHEREAS, the Parties desire to establish clear terms and conditions regarding the care, custody, ownership, and financial responsibilities for the Pet(s) following their separation or divorce;

WHEREAS, the Parties acknowledge that the Pet(s) are cherished members of their respective households and wish to ensure the continued well-being and stability of the Pet(s);

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows: I. IDENTIFICATION OF PET(S)

The Parties acknowledge joint ownership and responsibility for the following pet(s) (hereinafter referred to as the "Pet" or "Pets"):

Pet's Name: _____

Species: _____

Breed: _____

Date of Birth/Age: _____

Microchip Number (if applicable): _____

Distinguishing Marks/Description: _____

Pet's Name: _____

Species: _____

Breed: _____

Date of Birth/Age: _____

Microchip Number (if applicable): _____

Distinguishing Marks/Description: _____

(Add additional pet identification sections as necessary)

II. OWNERSHIP

The Parties agree that legal ownership of the Pet(s) shall be shared jointly between Party 1 and Party 2. Neither Party shall unilaterally transfer, sell, or otherwise dispose of the Pet(s) without the express written consent of the other Party.

III. CUSTODY SCHEDULE

The Parties agree to the following schedule for the physical custody of the Pet(s): a. Regular Schedule:

The Pet(s) shall reside with Party 1 during the following periods: _____

The Pet(s) shall reside with Party 2 during the following periods: _____

b. Exchange Logistics:

The exchange of the Pet(s) shall occur at: _____

The time of exchange shall be: _____

The Party responsible for transportation during exchanges shall be: _____

c. Holiday Schedule:

The Parties shall alternate custody of the Pet(s) on major holidays. For the following holidays, custody shall be as follows:

New Year's Day: _____

Easter: _____

Memorial Day: _____

Independence Day: _____

Labor Day: _____

Thanksgiving: _____

Christmas Eve/Day: _____

Other Holidays: _____

d. Vacations and Absences:

Each Party shall provide the other Party with at least thirty (30) days' advance written notice of any planned vacation or absence exceeding three (3) consecutive nights during their scheduled custody period. The non-custodial Party shall have the first right of refusal to care for the Pet(s) during such absence. If the non-custodial Party is unable or unwilling to care for the Pet(s), the custodial Party shall arrange for suitable alternative care (e.g., pet sitter, boarding facility) at their own expense, unless otherwise agreed upon in writing.

IV. FINANCIAL RESPONSIBILITIES

The Parties agree to share the financial responsibilities for the Pet(s) as follows: a. Veterinary Care:

i. **Routine Care:** Costs for routine veterinary care, including annual check-ups, vaccinations, preventative medications (flea, tick, heartworm), and dental cleanings, shall be shared as follows:

Party 1 shall pay: _____ %

Party 2 shall pay: _____ %

ii. **Emergency/Specialized Care:** Costs for emergency veterinary care, specialist consultations, surgeries, or chronic illness treatments shall be shared as follows:

Party 1 shall pay: _____ %

Party 2 shall pay: _____ %

For non-emergency specialized care exceeding \$ _____ (_____ Dollars), the Parties shall mutually agree upon the course of treatment and

associated costs in advance, except in cases where immediate action is required to prevent severe suffering or death.

iii. **Veterinarian:** The primary veterinarian for the Pet(s) shall be: _____.

Both Parties shall have direct access to the Pet(s)' veterinary records.

b. Food and Supplies:

Costs for food, treats, toys, bedding, and other routine supplies shall be shared as follows:

Party 1 shall pay: _____ %

Party 2 shall pay: _____ %

c. Grooming:

Costs for professional grooming shall be shared as follows:

Party 1 shall pay: _____ %

Party 2 shall pay: _____ %

d. Training:

Costs for professional training (e.g., obedience classes, behavioral modification) shall be shared as follows:

Party 1 shall pay: _____ %

Party 2 shall pay: _____ %

Any training shall be mutually agreed upon by both Parties in advance.

e. Pet Insurance:

If the Pet(s) are insured, the premiums for pet insurance shall be shared as follows:

Party 1 shall pay: _____ %

Party 2 shall pay: _____ %

If the Pet(s) are not currently insured, the Parties shall discuss and mutually agree upon whether to obtain pet insurance.

f. Payment of Expenses:

All shared expenses shall be paid by the Party incurring the expense, who shall then submit an itemized invoice or receipt to the other Party for reimbursement of their agreed-upon share within _____ (_____) days of payment.

V. DECISION-MAKING AUTHORITY

a. Routine Care Decisions:

The Party with physical custody of the Pet(s) at any given time shall be responsible for making routine daily care decisions, including feeding, exercise, and basic hygiene.

b. Medical Decisions:

i. **Non-Emergency Medical Decisions:** All non-emergency medical decisions, including but not limited to elective surgeries, changes in medication, or specialist referrals, shall be made jointly by both Parties. If the Parties cannot agree, they shall follow the dispute resolution process outlined in Section VII.

ii. **Emergency Medical Decisions:** In the event of a medical emergency requiring immediate action to prevent severe suffering or death, the Party with physical custody of the Pet(s) at that time is authorized to make necessary medical decisions without prior consultation, provided they make reasonable efforts to notify the other Party as soon as practicable. The Party making such a decision shall provide documentation of the emergency and treatment to the other Party.

iii. **End-of-Life Decisions:** Decisions regarding euthanasia or end-of-life care for the Pet(s) shall be made jointly by both Parties. This decision shall be made with the advice of a licensed veterinarian and with the best interests of the Pet(s) as the primary consideration.

c. Relocation of Pet(s):

Neither Party shall permanently relocate the Pet(s) to a residence outside of a _____ (_____) mile radius from the other Party's current residence without the express written consent of the other Party, or a modification of this Agreement.

d. Travel with Pet(s):

Each Party may travel with the Pet(s) during their scheduled custody time, provided such travel does not interfere with the agreed-upon custody schedule. If travel outside of the local area is planned, the traveling Party shall notify the other Party at least _____ (_____) days in advance.

e. Microchip and Registration:

The Pet(s)' microchip registration shall list both Parties as contacts. Any municipal or county registrations shall also list both Parties.

VI. COMMUNICATION

The Parties agree to communicate respectfully and directly regarding the Pet(s). All communications regarding the Pet(s) shall be made in writing (e.g., email, text message) to create a clear record. Each

Party shall respond to communications regarding the Pet(s) within _____ (_____) hours.

VII. DISPUTE RESOLUTION

In the event of any dispute or disagreement arising out of or relating to this Agreement, the Parties agree to first attempt to resolve the dispute through good faith negotiation. If negotiation is unsuccessful, the Parties agree to engage in mediation with a mutually agreed-upon mediator before pursuing any legal action. The costs of mediation shall be shared equally by the Parties.

VIII. ACCESS TO RECORDS

Both Parties shall have full and equal access to all records pertaining to the Pet(s), including but not limited to veterinary records, vaccination records, microchip information, and training records. Each Party shall promptly provide the other Party with copies of any new records or updates.

IX. ENFORCEMENT

In the event that either Party fails to comply with the terms of this Agreement, the non-breaching Party shall provide written notice of the breach to the breaching Party. If the breach is not cured within _____ (_____) days of such notice, the non-breaching Party may pursue any remedies available at law or in equity. The prevailing Party in any enforcement action shall be entitled to recover their reasonable attorneys' fees and costs from the non-prevailing Party.

X. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

XII. AMENDMENTS

This Agreement may not be amended, modified, or supplemented except by a written instrument signed by both Parties.

XIII. WAIVER

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right of such Party thereafter to enforce such provision or any other provision of this Agreement.

XIV. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

XV. HEADINGS

The headings used in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

XVI. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XVII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

IN WITNESS WHEREOF, the Parties have executed this Pet Custody Agreement as of the date first written above.

PARTY 1

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

PARTY 2

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____