

State of \_\_\_\_\_

# PET CUSTODY AGREEMENT

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This Pet Custody Agreement (this "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, (the "Effective Date") by and between \_\_\_\_\_, residing at \_\_\_\_\_ [Address] ("First Owner") and \_\_\_\_\_, residing at \_\_\_\_\_ [Address] ("Second Owner").

WHEREAS the parties are the owners of the following animal(s) (referred to herein as the "pet(s)"):

Name	Breed	Description

WHEREAS, it is the desire and intention of the parties that the care and custody of the pet(s) be finally fixed by this Agreement.

NOW THEREFORE, Owners freely and fully accept the provisions, terms and conditions hereof and in consideration of the promises and mutual covenants herein contained as well as for other good and valuable considerations not herein specifically set forth, the parties do hereby agree to the following:

**1. Legal Custody of the Pet.** (Check one)

- Sole Ownership.** The parties agree that (Check one)  First Owner  Second Owner has sole ownership of the pet(s) and is free to make all decisions in all matters pertaining to the care of the pet(s).
- Shared Ownership.** The parties agree to share responsibilities in the ownership and caring for the pet(s). The parties agree to share the property interest in the pet(s). Each party recognizes that the other has a right to and shall fully participate in all important matters pertaining to the pet's care, including health, welfare and training. With this in mind, the parties agree that they shall share the pet(s) and that all decisions regarding the health, medical and dental care, training, and other aspects of caring for the pet(s) shall be made on a joint decision making basis.

**2. Physical Custody of the Pet.** (Check one)

- First Owner has Physical Custody.** The parties agree that First Owner shall have physical custody of the pet(s), subject to the terms as set forth herein. First Owner shall not relocate from the current



county of residence with the pet for any reason whatsoever without the expressed written consent of Second Owner or a court order.

**Second Owner has Physical Custody.** The parties agree that Second Owner shall have physical custody of the pet(s), subject to the terms as set forth herein. Second Owner shall not relocate from the current county of residence with the pet for any reason whatsoever without the expressed written consent of First Owner or a court order.

**Shared Physical Custody.** Subject to the terms and conditions set out below, the parties agree that they shall share physical custody of the pet(s) as described in this agreement. (Check one)  First Owner  Second Owner shall not relocate from the current county of residence with the pet for any reason whatsoever without the expressed written consent of (Check one)  First Owner  Second Owner or a court order.

**Not Applicable.**

### 3. Visitation.

Weekdays (Check one)

**First Owner** shall have the pet(s) overnight on the following weekdays:

(Check all that apply)  Monday  Tuesday  Wednesday  Thursday  Friday, and First Owner shall pick up the pet(s) at a mutually convenient location on the given days and shall drop off the pet(s) the next day of care for the other owner.

**Second Owner** shall have the pet(s) overnight on the following weekdays:

(Check all that apply)  Monday  Tuesday  Wednesday  Thursday  Friday, and Second Owner shall pick up the pet(s) at a mutually convenient location on the given days and shall drop off the pet(s) the next day of care for the other owner.

**Not applicable**

Weekends (Check one)

**First Owner** shall have the pet(s) on the weekends from \_\_\_\_\_:\_\_\_\_\_ PM Friday evening until Sunday evening.

**Second Owner** shall have the pet(s) on the weekends from \_\_\_\_\_:\_\_\_\_\_ PM Friday evening until Sunday evening.

**The parties** shall have the pet(s) on alternating weekends from Friday evening until Sunday evening.

**4. Pet Care Rights and Responsibilities.** The parties agree to the following with respect to each party's care of the pet(s):

a. Each party will provide the pet(s) with appropriate food, water, and facilities. The parties agree to provide the pet(s) with appropriate care, including exercise and grooming.

b. The parties agree to license and register the pet(s), including micro-chipping. The owner with primary ownership will be registered as the owner the pet(s).



c. In the event of an emergency, serious illness or accident or other circumstance seriously affecting the pet's health and general welfare, the party who has physical possession or control of the pet(s) at the time will immediately notify the other party of such circumstances. The party who is notified shall have immediate access to the pet(s).

d. In the event of a medical emergency, and only in such event, each party acknowledges that he/she has full confidence in the other's ability to make a unilateral decision for the pet's welfare which otherwise would be a joint decision of the parties.

e. Both parties shall be entitled to participate in any training programs for the pet(s).

f. Neither party shall, in any way, impede, obstruct nor interfere with the exercise by the other of his/her right of companionship with the pet(s). Each party further agrees that he/she will in no way attempt to create a non-harmonious atmosphere for the pet(s).

g. Each party shall be entitled to complete and detailed information from all veterinarians, consultants or specialists attending the pet(s) for any reason whatsoever and to be furnished upon written request with copies of any reports given to other party.

**5. Pet Insurance.** (Check one)

**First Owner** shall be responsible for obtaining or maintaining existing insurance for the pet(s). Second Owner shall be entitled to receive confirmation of the status of the insurance annually directly from the insurance carrier.

**Second Owner** shall be responsible for obtaining or maintaining existing insurance for the pet(s). First Owner shall be entitled to receive confirmation of the status of the insurance annually directly from the insurance carrier.

Pet Insurance Expenses (Check one)

**First Owner** will be responsible for paying all expenses for the pet insurance.

**Second Owner** will be responsible for paying all expenses for the pet insurance.

**The parties** shall share equally the costs for maintaining existing insurance for the pet(s).

Expenses Not Covered (Check one)

Any and all reasonable expenses not covered shall be paid by **First Owner**.

Any and all reasonable expenses not covered shall be paid by **Second Owner**.

Any and all reasonable expenses not covered shall be shared equally between **the parties**.



**6. Pet Expenses.** The parties agree that in the absence of written agreement to the contrary, (Check one)  First Owner  Second Owner  each party equally shall be responsible for all reasonable expenses for the health and welfare, training and grooming of the pet(s).

**7. Abandonment.** Should either party cease to be able to care for the pet(s) or be required to abandon the pet(s), the other party will receive full ownership of the pet(s).

**8. Bankruptcy.** The rights, obligations and responsibilities provided in this Agreement shall not be dischargeable in bankruptcy.

**9. Legal Representations.** Each party has had the opportunity to have independent counsel and legal advice of his/her own selection in the negotiation of this Agreement. Each party fully understands the facts and has been fully informed as to his/her legal rights and obligations.

**10. Fees and Costs.** Each party shall be solely responsible for his/her respective attorney's fees and costs incurred as a result of the negotiation of this Agreement. However, in the event that either party shall retain or engage an attorney or attorneys to collect or enforce or protect his/her interest with respect to this Agreement, the prevailing party shall be entitled to receive payment of all costs and expenses of such collection, enforcement or protection, including reasonable attorneys' fees.

**11. Free and Voluntary Execution.** The parties hereto declare that they have fully read and fully understand the provisions contained in this Agreement and believe this Agreement to be fair, just and reasonable. Each party is signing this Agreement freely and voluntarily, without undue influence, fraud, collusion or misrepresentation, and intend to be bound by it.

**12. Further Assurances.** Each party shall execute, acknowledge or deliver any instrument, paper or document, furnish any information or take such other actions as reasonably may be necessary in connection with the performance of the obligations set forth in this Agreement.

**13. Modifications and Amendments.** This Agreement may only be amended or modified or deemed amended or modified by an agreement in writing duly signed by the parties or by any court of competent jurisdiction.

**14. No Waiver.** Any non-written waiver by either party of any provision of this Agreement or any right or option hereunder shall not be controlling, nor shall it prevent such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.



**15. Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of \_\_\_\_\_.

**16. Disputes.** (Check one)

The parties agree that in the event it shall become necessary to enforce this Agreement or any term hereof, the parties shall first attempt to mediate the issue with a certified mediator to be mutually agreeable to each. In the event that the parties are unable to mediate the issue, either party shall thereafter be free to seek the enforcement of this Agreement in the applicable court of competent jurisdiction.

Not applicable.

**17. Attorney's Fees.** (Check one)

If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal.

Not applicable.

**18. Admissibility.** This Agreement or a copy of the same may be introduced in evidence by either party to this cause, and the court is requested to make the same a part of any final order or final judgment entered in this cause. This Agreement will be construed as being jointly prepared and written by all parties hereto.

**19. Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

**20. Mutual Release.** Except as provided in this Agreement, each party releases the other from all claims, demands due, debts, rights, or causes of action in contract, tort or otherwise up to the date of this Agreement.

**21. Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

**22. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.



**23. Entire Agreement.** This Agreement contains the entire understanding of the parties, who hereby acknowledge that there have been and are no representations, warranties, covenants, or understandings other than those expressly set forth herein.

**24. Miscellaneous.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

\_\_\_\_\_  
**First Owner** Signature

\_\_\_\_\_  
**First Owner** Full Name

\_\_\_\_\_  
**Second Owner** Signature

\_\_\_\_\_  
**Second Owner** Full Name



**Signed in the presence of:**

**First Witness**

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**First Witness** Signature (date)

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**First Witness** Name

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**First Witness** Address

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**First Witness** City, State and Zip Code

**Second Witness**

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**Second Witness** Signature (date)

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**Second Witness** Name

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**Second Witness** Address

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**Second Witness** City, State and Zip Code



**NOTARY ACKNOWLEDGEMENT**

State of \_\_\_\_\_ )  
   )     **(Seal)**  
 County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
 20\_\_\_\_\_, by the undersigned, \_\_\_\_\_, who is personally known to me or  
 satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_

State of \_\_\_\_\_ )  
   )     **(Seal)**  
 County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
 20\_\_\_\_\_, by the undersigned, \_\_\_\_\_, who is personally known to me or  
 satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_

