

State of _____

PET CUSTODY AGREEMENT

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

The parties are the rightful owners of the following animal(s), which will be referred to as the "pet(s)" in this document:

| 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 (please check one) ☐ First Owner ☐ Second Owner holds sole ownership of the pet(s) and has the authority to make all decisions regarding the care of the pet(s).

☐ Shared Ownership. The parties consent to jointly share responsibilities for the ownership and care of the pet(s). Both parties agree to have a shared interest in the pet(s) and acknowledge each other's right to participate fully in all significant decisions related to the pet's care, including health, welfare, and training. With this understanding, the parties agree to share the pet(s), and all decisions concerning health, medical and dental care, training, and other aspects of the pet(s) care will be made collaboratively.

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

☐ First Owner Holds Physical Custody. The parties agree that the First Owner will maintain physical custody of the pet(s), according to the terms outlined here. The First Owner shall not move from the current location.

County of residence with the pet may not be changed for any reason without the express written consent of the Second Owner or a court order.

☐ Second Owner has Physical Custody. The parties agree that the Second Owner will have physical custody of the pet(s), adhering to the terms outlined herein. The Second Owner is prohibited from relocating from the current county of residence with the pet for any reason without the express written consent of the First Owner or a court order.

☐ Shared Physical Custody. In accordance with the terms and conditions specified below, the parties agree to share physical custody of the pet(s) as detailed in this agreement. (Check one) ☐ First Owner ☐ Second Owner will not relocate from the current county of residence with the pet for any reason without the express written consent of (Check one) ☐ First Owner ☐ Second Owner or a court order.

☐ Not Applicable.

3. Visitation.

Weekdays (Please check one)

☐ The First Owner will have the pet(s) overnight on the following weekdays:

(Please check all that apply) ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday. The First Owner will pick up the pet(s) at a mutually convenient location on these days and return them the following day for the other owner's care.

☐ The Second Owner will have the pet(s) overnight on the following weekdays:

(Please check all that apply) ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday. The Second Owner will pick up the pet(s) at a mutually convenient location on these days and return them the following day for the other owner's care.

☐ Not applicable

Weekend Arrangements (Please check one)

☐ The First Owner will have the pet(s) from ____:____ PM on Friday evening until Sunday evening.

☐ The Second Owner will have the pet(s) from ____:____ PM on Friday evening until Sunday evening.

☐ Both parties will share custody of 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):

Each party shall ensure that the pet(s) receive suitable food, water, and facilities. Both parties agree to deliver proper care for the pet(s), which includes exercise and grooming.

The involved parties consent to license and register the pet(s), which includes microchipping. The individual with primary ownership will be officially recorded as the owner of the pet(s).

- e. Both parties shall have the right to engage in any training programs for the pet(s).
- f. Neither party shall impede, obstruct, or interfere with the other's right to companionship with the pet(s). Each party further agrees not to create a non-harmonious environment for the pet(s).
- c. In the case of an emergency, severe illness, accident, or any situation that significantly impacts the pet's health and well-being, the party who currently has physical possession or control of the pet(s) must promptly inform the other party. The notified party shall have immediate access to the pet(s).
- d. In a medical emergency, and only in such situations, both parties acknowledge full trust in each other's ability to make unilateral decisions regarding the pet's welfare, which would typically require a joint decision.
- g. Each party is entitled to comprehensive and detailed information from any veterinarians, consultants, or specialists attending to the pet(s) for any reason. They must also be provided with copies of reports upon written request.

Pet Insurance. (Select one)

- ☐ The First Owner will be responsible for obtaining or maintaining existing insurance for the pet(s). The Second Owner will receive annual confirmation of the insurance status directly from the insurance provider.
- ☐ The Second Owner will be responsible for obtaining or maintaining existing insurance for the pet(s). The First Owner will receive annual confirmation of the insurance status directly from the insurance provider.

Pet Insurance Expenses (Select one)

- ☐ The First Owner will cover all costs associated with the pet insurance.
- ☐ The Second Owner will cover all costs associated with the pet insurance.
- ☐ Both parties will equally share the costs of maintaining existing insurance for the pet(s).

Expenses Not Covered (Select one)

- ☐ Any reasonable expenses not covered will be the responsibility of the First Owner.
- ☐ Any reasonable expenses not covered will be the responsibility of the Second Owner.
- ☐ Any reasonable expenses not covered will be equally shared by both parties.

6. Pet Expenses. The parties agree that, unless there is a written agreement stating otherwise, (Check one) ☐ First Owner ☐ Second Owner ☐ each party will share responsibility equally for all reasonable costs associated with the health, welfare, training, and grooming of the pet(s).

7. Abandonment. If either party is unable to care for the pet(s) or must abandon them, the other party will gain complete ownership of the pet(s).

8. Bankruptcy. The rights, duties, and responsibilities outlined in this Agreement shall remain intact and cannot be discharged in the event of bankruptcy.

9. Legal Representations. Both parties have had the chance to seek independent legal counsel and advice of their choosing during the negotiation of this Agreement. Each party comprehends the facts thoroughly and is fully aware of their legal rights and obligations.

10. Fees and Costs. Each party will be individually accountable for their own attorney's fees and expenses arising from the negotiation of this Agreement. However, if either party hires an attorney to collect, enforce, or safeguard their interests regarding this Agreement, the prevailing party will be entitled to reimbursement for all associated costs and expenses, including reasonable attorney's fees.

11. Free and Voluntary Execution. The parties involved hereby confirm that they have thoroughly read and comprehended the terms outlined in this Agreement, believing it to be fair, just, and reasonable. Each party is entering into this Agreement willingly and voluntarily, free from any undue influence, fraud, collusion, or misrepresentation, and intends to be legally bound by its terms.

12. Additional Assurances. Each party agrees to execute, acknowledge, or provide any necessary instruments, documents, or information, and to take any other reasonable actions that may be required to fulfill the obligations outlined in this Agreement.

13. Changes and Revisions. This Agreement can only be amended or modified through a written agreement that is properly signed by both parties or by a court with appropriate authority.

14. No Waiver. A verbal or unwritten waiver by either party regarding any provision of this Agreement or any associated right or option shall not be considered binding, nor will it stop that party from enforcing the provision, right, or option in the future. If either party does not insist on the strict adherence to any term or provision of this Agreement in one or more instances, this should not be interpreted as a waiver or relinquishment of that term or provision for future instances; it shall remain fully enforceable.

15. Governing Law. This Agreement will be interpreted and regulated according to the laws of the State of _____.

16. Disputes. (Check one)

The parties acknowledge that if it becomes necessary to enforce this Agreement or any of its terms, they will first try to resolve the issue through mediation with a mutually agreed-upon certified mediator. If mediation fails, either party is then entitled to pursue enforcement of this Agreement in the appropriate court with competent jurisdiction.

☐ Not applicable.

17. Attorney's Fees. (Check one)

☐ If either Party initiates legal action to uphold its rights under this Agreement, the party that prevails will have the right to recover expenses (including reasonable attorneys' fees) incurred during the action and any subsequent appeal.

☐ Not applicable.

18. Admissibility. Either party may present this Agreement or a copy as evidence in this matter, and the court is requested to include it as part of any final order or judgment issued in this case. This Agreement shall be interpreted as having been collaboratively drafted and written by all parties involved.

19. Severability. Should any provision of this Agreement be deemed invalid, illegal, or unenforceable, either in whole or in part, the remaining provisions will remain unaffected and shall continue to be valid, legal, and enforceable as if the invalid, illegal, or unenforceable sections were never part of this Agreement.

20. Mutual Release. Unless otherwise stated in this Agreement, each party hereby releases the other from any claims, demands, debts, rights, or causes of action arising from contract, tort, or any other sources up to the date of this Agreement.

21. Headings. The headings in this section are provided solely for reference and will not impact the meaning, construction, or interpretation of any provision within this Agreement.

22. Successors and Assigns. This Agreement will be binding on and will benefit the parties involved, along with their respective legal representatives, heirs, administrators, executors, successors, and permitted assigns.

23. Complete Agreement. This Agreement encompasses the full understanding between the parties, who acknowledge that there have been no representations, warranties, covenants, or agreements other than those explicitly stated within this document.

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

First Witness Signature (date)

First Witness Name

First Witness Address

First Witness City, State and Zip Code

Second Witness

Second Witness Signature (date)

Second Witness Name

Second Witness Address

Second Witness City, State and Zip Code

NOTARY ACKNOWLEDGEMENT

State of _____

County of _____

The above document was acknowledged before me on this _____ day of _____, 20_____, by the individual named _____, who is either personally known to me or has satisfactorily proven their identity as the person whose name appears in the document.

Signature

Notary Public

My Commission Expires: _____

State of _____

County of _____

The document was acknowledged in my presence on this _____ day of _____, 20_____, by the undersigned, _____, who is either personally known to me or has provided satisfactory proof of identity as the individual whose name appears on this document.

Signature

Notary Public

My Commission Expires: _____