

# Pet Custody Agreement

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This **Pet Custody Agreement** (the "**Agreement**") is made and entered into on \_\_\_\_\_ by  
and between the following parties;

**Party 1**

**Party 2**

Party One and Party Two may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

## 1. Recitals

**WHEREAS**, the Parties were previously in a personal relationship and jointly acquired or cared for the pet described below;

**WHEREAS**, the Parties wish to establish clear and mutually agreed terms regarding the custody, care, financial responsibility, and decision-making authority for the pet;

**WHEREAS**, the Parties acknowledge that, under applicable law, pets are generally treated as personal property, but they agree that the welfare and best interests of the pet are of primary importance in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises set forth below, the Parties agree as follows:

## 2. Identification of the Pet

The pet subject to this Agreement is described as follows:

The above-described animal is referred to in this Agreement as the "**Pet.**"

### **3. Legal Ownership**

The Parties agree that legal ownership of the Pet shall be as follows:

The ownership designation above determines authority over registration, licensing, and official records unless otherwise stated in this Agreement.

### **4. Physical Custody and Residence**

Physical custody of the Pet shall be arranged as follows:

If a shared custody arrangement is established, each Party agrees to transfer the Pet at the agreed times and locations in a timely and cooperative manner.

Each Party shall ensure that the Pet resides in a safe, sanitary, and appropriate environment and shall not relocate the Pet to a new primary residence outside \_\_\_\_\_ without providing prior written notice to the other Party at least \_\_\_\_\_ days in advance.

### **5. Care and Daily Responsibilities**

Each Party shall provide proper food, water, shelter, exercise, grooming, and general care during their period of physical custody.

Neither Party shall neglect, abandon, or mistreat the Pet. The Pet shall not be surrendered to a shelter, rescue organization, or third party without the written consent of the other Party, unless immediate action is required to protect the Pet's health or safety.

### **6. Veterinary Care and Medical Decisions**

Routine veterinary care shall be scheduled and maintained as follows:

In the event of a medical emergency, the Party with physical custody at the time shall have authority to obtain immediate veterinary treatment necessary to prevent suffering or further harm.

For non-emergency major medical decisions, including surgery or euthanasia, the Parties shall consult in good faith before proceeding. If sole legal ownership has been designated under the Legal Ownership clause, the owner shall have final decision-making authority after reasonable consultation.

All veterinary records shall be accessible to both Parties unless otherwise agreed.

## **7. Financial Responsibility**

The Parties agree to allocate expenses relating to the Pet as follows:

If expenses are shared, reimbursement shall be made within \_\_\_\_\_ days of receiving written proof of payment.

## **8. Travel and Temporary Care**

If either Party intends to travel or otherwise be unavailable during their scheduled custody period, that Party shall first offer the other Party the opportunity to care for the Pet before arranging third-party boarding or care, unless impractical under the circumstances.

The Pet shall not be permanently relocated to another country without the written consent of the other Party.

## **9. Transfer of Ownership**

If one Party no longer wishes to retain ownership or custody rights under this Agreement, that Party shall first offer their interest in the Pet to the other Party in writing.

Any permanent transfer of ownership must be documented in a signed written agreement.

## **10. Dispute Resolution**

In the event of a disagreement concerning the interpretation or performance of this Agreement, the Parties agree to attempt to resolve the matter through good-faith discussion.

If a resolution cannot be reached, the Parties agree to submit the dispute to mediation before pursuing legal action, unless urgent relief is required to protect the Pet's welfare.

## 10. Dispute Resolution

In the event of a disagreement concerning the interpretation or performance of this Agreement, the Parties agree to attempt to resolve the matter through good-faith discussion.

If a resolution cannot be reached, the Parties agree to submit the dispute to mediation before pursuing legal action, unless urgent relief is required to protect the Pet's welfare.

## 11. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of \_\_\_\_\_, without regard to conflict of law principles.

## 12. Amendment

This Agreement may be amended only by a written document signed by both Parties. No verbal modification shall be valid.

## 13. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the custody and care of the Pet and supersedes all prior discussions or agreements on this subject.

## 14. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## 15. Acknowledgment

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**Party 1**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Party 2**

**Name**

**Date**

**Signature**

\_\_\_\_\_



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