

PET LIFE CARE AGREEMENT

| I / We,, the current pet |
|---|
| owner(s) (hereinafter referred to as "Owner") of the beneficiaries named in Article I |
| (hereinafter referred to as "Pets"), residing at |

create this Pet Life Care Agreement effective the _____ of _____, 20____, 20____, to provide for the care of my/our pets in the event that I am/we are no longer able to care for them due to disability, death or other circumstances. They are important members of the family and the purpose of this agreement is to ensure they are cared for in a manner consistent with my/our wishes.

| <u>Species</u> | <u>Breed</u> | Pet Name | Microchip #/ID Method |
|----------------|--------------|----------|-----------------------|
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ARTICLE I Beneficiaries

Further details and descriptions may be provided in Schedule A

Any references in this document to "Pet(s)" is to the above named animal(s) at the time of my death or disability, as well as any of my pet's offspring in gestation at the date of my disability or death.

ARTICLE II Funding (Optional)

I have set aside \$______ for the care of my Pets in an account which my Power of Attorney is able to access and distribute to the Caregiver at the time when I am no longer able to care for my Pets according to the terms below in Article III.

ARTICLE III Pet Caregivers

Upon my admission to a nursing care facility, my death, or at any time when in the written opinion of my personal physician or pursuant to court determination, I am incompetent, incapacitated or disabled due to illness, age or other cause that results in my inability to adequately care for my Pets, I appoint ______

as an Alternate Caregiver.

In the event the above named Caregivers are unable to serve, then my Power of Attorney is to place Pets with ______ (Rescue/Shelter). It is my intent that my Power of Attorney cooperates with ______ (Rescue/Shelter) in finding a permanent adoptive home for pets. My Power of Attorney should defer to

______(Rescue/Shelter) in making a determination as to the suitability of a particular adoptive home, or any other course of action concerning my Pets as authorized herein. The Power of Attorney must ensure that any rescue or shelter will not euthanize Pets unless they meet the criteria provided below for Caregiver.

Caregiver (or Alternate Caregiver) is given full and complete control and authority regarding veterinary care and treatment of Pet. All personal information about Pets and special instructions regarding their care is listed on the attached Schedule A. Caregiver has the authority to euthanize any of my Pets after first determining from a licensed veterinarian that the injury or disease of my pet impairs the quality of life of my pet, including but not limited to sustained, severe, life-threatening and terminal injuries, terminal illness, or aged condition. I do not want Pets used for medical research or educational purposes during life or following death. Pet Owner and Caregiver contact information shall be provided in Schedule B.

ARTICLE IV Termination Date

The agreement shall terminate when none of my Pets covered by the Pet Life Care Agreement are living.

ARTICLE V Applicable Law

This Pet Life Care Agreement shall be subject to the laws of the State of ______, and ______ county, applying to trusts and trustees, now in effect or as amended. Any property held in the Pet Trust shall not be subject to any statutory or common law rule against perpetuities.

WITNESS the following signatures and seals

| Owner | Date |
|--|--|
| Owner | Date |
| ACCEPTED | |
| Primary Caregiver | Date |
| ACCEPTED | |
| Alternate Caregiver | Date |
| STATE OF COUNTY OF | The foregoing instrument |
| was acknowledged before me this da | y of 20, by (name of person |
| acknowledging.) | |
| (Seal) | Signature of Notary Public Print, Type/Stamp Name of Notary |
| Personally known: OR Produced Identification: Type of Identification Produced: | |

SCHEDULE A Pet Descriptions and Pet Care Details

- 1. Identify your pets in detail and include photos and microchip #'s.
- 2. Describe in detail your pet's standard of living and care
- 3. Provide instructions for the final disposition of your pet(s) (burial or cremation, etc.)
- 4. A great idea that makes planning fun for you and your designated caregiver(s) is to create an 8 $\frac{1}{2}$ x 11 size certificate recognizing them as the designated caregiver with the identification information. The certificate can then be framed and hung up at your home and the caregiver's home and it serves as documentation of their authority to take your pet if necessary. This does not go into the agreement, but is a way to show proof of the designation as Caregiver.

SCHEDULE B Contact Information

| Pet Owner Contact Information |
|-------------------------------|
| Name: |
| Address: |
| Email Address: |
| Phone: |

Primary Caregiver Contact Information Name: Address: Email Address: Phone:

Alternate Caregiver Contact Information Name: Address: Email Address: Phone:

Power of Attorney Contact Information Name: Address: Email Address: Phone:

Provided Courtesy of Perpetual Care, a 501(c)3 nonprofit organization

Disclaimer: Since the law varies from state to state, you are encouraged to have this document reviewed by an attorney licensed in your state.