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PET LIFE CARE TRUST 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__ __ 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.

ARTICLE I
Beneficiaries

<u>Species</u>	<u>Breed</u>	<u>Pet Name</u>	<u>Microchip #/ID Method</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Further Details and descriptions may be provided in Schedule A

Any references in this document to "Pets" 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
Trust Funding

I have transferred the assets listed on the attached Schedule B to my Trustee which, together with any additional property which may later be delivered to my Trustee and any investments and reinvestments shall be administered and distributed upon the terms and conditions stated in this agreement.

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 caregiver (“Caregiver”) of my pets. Caregiver shall make all decisions regarding the location where Pets shall live, the diet, exercise training and veterinary care of Pets within the confines of any requirements stipulated in Schedule A. If _____ is unwilling or is not able to act as Caregiver, then I appoint _____

as an Alternate Caregiver.

In the event the above named Caregivers are unable to serve, then my Trustee is to place Pets with _____ (Rescue/Shelter). It is my intent that my Trustee cooperates with _____ (Rescue/Shelter) in finding a permanent adoptive home for pets. My Trustee 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 Trustee must ensure that any rescue or shelter will not euthanize Pets unless they meet the criteria provided below for Caregiver.

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 will impair 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. Pets are not to be taken to a rescue or shelter by Caregiver without approval of the Trustee. If the Alternate Caregiver cannot care for Pets, any decision to take Pets to a rescue or shelter is referred to the Trustee.

Caregiver shall be responsible for obtaining from a licensed veterinarian an annual statement of health and well-being and verification of identity of Pets to present to my Trustee as means of monitoring the condition of Pets. My Trustee shall have the full

power and authority to remove Pets from Caregiver anytime my Trustee believes Caregiver is not providing proper care or a tender loving home.

Pet Owner and Caregiver contact information shall be provided in Schedule C.

ARTICLE IV
Administration of Pet Trust

I direct my Trustee to pay all expenses associated with the veterinary costs of Pets for the duration of their lives, whether or not these expenses are deductible for estate tax purposes.

At least once a quarter on the calendar year, Trustee shall require the Caregiver to allow access to Pets in their home environment so that proper care can be verified.

My Trustee is authorized to pay an annual stipend of \$_____ to Caregiver of Pets for each year care is given. The stipend is to be paid at the end of the year. No stipend shall be paid if any of my pets die due to accident or illness caused by Caregiver's neglect or willful misconduct.

No portion of the principal and income may be converted to the use of Caregiver or my Trustee, other than for reasonable Trustee fees and expenses of administration, not to exceed \$_____ annually or for any other use than for the Trust's purpose or for the benefit of Pets under the Pet Trust.

Should Pets be placed with _____(Rescue/Shelter), I direct my Trustee to reimburse _____ (Rescue/Shelter) for veterinary and reasonable housing costs associated with the care of Pets until a permanent adoptive home can be found.

ARTICLE V
Termination Date

The Trust shall terminate when none of my Pets covered by the Pet Trust Agreement are living. Upon Termination, my Trustee shall transfer the unexpended trust property to _____(Caregiver or Rescue/Shelter, or whoever is caring for the pets at that time) as the remainder beneficiary, to be used for general purposes.

ARTICLE VI
Enforcement of Trust Provisions

Trustee shall have the authority and duty to enforce the intended use of the principal and income of the Pet Life Care Agreement, including the obtaining of equitable relief from the appropriate court in the jurisdiction where my Pets are located.

ARTICLE VII
Applicable Law

This Pet Life Care Agreement shall be subject to the laws of the State of _____ 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.

ARTICLE VIII
Successor Trustee

I retain the right to remove any Trustee at any time by giving written notice to the Trustee. After my death or disability, a Trustee may be removed by the person or persons having at that time the power to appoint a Successor Trustee.

A Trustee may resign at any time by giving written notice to any other Trustee then acting or, if none, to the person or persons having at that time power to appoint a Successor Trustee.

If the Trustees originally appointed herein cease to serve for any reason, I appoint _____ as Successor Trustee. If _____ is unable or unwilling to act, I appoint _____ as Successor Trustee.

I retain the right to appoint Successor Trustees if any Trustee gives notice of resignation, is given notice of removal, becomes incapacitated, dies or otherwise ceases to act as Trustee. If I am not living or competent, then _____ may appoint Successor Trustees. If _____ is not living and competent, then _____ may appoint Successor Trustees.

Any successor Trustee may exercise all the powers and discretionary authority conferred upon the original Trustees and shall not be liable for any acts or omissions of any predecessor Trustees.

The determination that any acting Trustee is disabled or otherwise incapable of serving as Trustee, or that any person with the power to appoint a Successor Trustee is disabled or otherwise incapable of making such appointment, due to physical or mental impairment, shall be determined in the sole discretion of such person's regularly attending physician. The Successor Trustee or person with the power to appoint a

Successor Trustee, as the case may be, shall then be authorized to act upon receiving a written opinion to such effect from such regularly attending physician.

ARTICLE IX
Exculpatory Clause

The Trustee shall not be liable for any loss, cost, damage, or expense sustained through any error of judgement or in any other manner, except for and as a result of the Trustee's own bad faith or gross negligence.

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 _____ day 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. A great idea that makes planning fun for you and your designated caregiver(s) is to create an 8 ½ 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.
3. Describe in detail your pet's standard of living and care
4. Provide instructions for the final disposition of your pet's (burial or cremation, etc.)

SCHEDULE B
Trust Fund Assets

SCHEDULE C
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:

Trustee 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.