



NAEPC
Journal
of **Estate & Tax Planning**

[**Click here to view Issue 32**](#)

PERPETUAL CARE PET TRUST AGREEMENT

This agreement is between _____, the current pet owner(s) ("Owner") of the beneficiaries named in Article I ("pets") and Perpetual Care, Inc., a 501(c)3 nonprofit organization located at 1200 NW 73rd Terrace, Ocala, Florida 34482, effective the _____ of _____, 20__ to provide for the care of the Owner's pets in the event that they are no longer able to care for them due to disability or death. The purpose of this agreement is to ensure they are cared for in a manner consistent with the Owner's wishes.

WHEREAS, the Owner(s) wish to be assured that if anything should happen to them and they can no longer care for their pet(s) that Perpetual Care will ensure that their pets are in a home environment and are taken care of for the remainder of the pet's life.

WHEREAS, the Owner(s) acknowledge and agree that each animal must be free from diseases that could adversely affect the health of other animals or human caretakers.

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 "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 disability or death.

ARTICLE II Trust Funding

The Owner(s) has established a living trust that includes their pet(s) and created a provision in the trust for sufficient funds to meet the minimum requirement for the pet life agreement in the amount of \$ _____ or more. Detailed description and

information related to these assets are listed on the attached Schedule B. This trust fund together with any additional property which may later be delivered to Perpetual Care as my Trustee and any investments and reinvestments shall be administered and distributed upon the terms and conditions stated in this agreement. If at any time the trust has not been established or is discontinued, then this agreement shall be rendered null and void.

The Owner(s) shall set aside and designate funds for all costs required for transporting the Pet(s) to the Perpetual Care facility, or shall stipulate that the costs will be covered by the pet trust.

ARTICLE III

Pet Caregiver

Upon my admission of the Owners or the last remaining Owner to a nursing care facility, or upon their death, or at any time when in the written opinion of a personal physician or pursuant to court determination, that the Owner is incompetent, incapacitated or disabled due to illness, age or other cause that results in their inability to adequately care for their Pets, Perpetual Care is designated as Caregiver ("Caregiver") of the aforementioned 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.

Caregiver shall:

- A. take physical possession and responsibility for the pet(s) within a reasonable time after notification of the necessity to assume the role of Caregiver for the aforementioned pet(s).
- B. ensure that the pet(s) are given shelter, care and comfort for the pet(s) in a home-like environment, including proper nutrition, exercise, attention, affection and complete medical and surgical care for the pet(s) for the remainder of their lives, either in a Perpetual Care approved adoptive home, the Perpetual Life Care Center or in a Perpetual Care extended home, whichever is deemed to be in the best interests of the pet(s).
- C. provide for the dignified cremation of the pet's remains upon its death.
- D. provide shelter, care and comfort for a currently enrolled pet for an interim period during the temporary incapacitation or hospitalization of the Owner. The Owner shall be responsible for all expenses incurred in caring for the pet(s) during this

interim period. The Owner shall have the right to the return of the pet(s) at any time he/she chooses and shall be responsible for any transportation and interim care charges incurred.

Caregiver is given full and complete control and authority regarding veterinary care and treatment of the pet(s). All personal information about pets and special instructions regarding their care is listed on the attached Schedule A. The pets will not be used for medical research or educational purposes during life or following death. The quality of life principles shall be utilized to determine end of life for each pet.

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

ARTICLE IV Administration of Pet Trust

Trustee shall:

- A. pay all expenses associated with the veterinary costs of Pet(s) for the duration of their lives, whether or not these expenses are deductible for estate tax purposes, as long as funds remain in the trust.
- B. require and perform a home visit check for an adopted pet or a pet in an extended home, so that proper care can be verified at least once a quarter on the calendar year.
- C. Require and perform a review of the pet's veterinary record annually to ensure annual exams and treatments are provided.

No portion of the principal and income may be converted to the use of Caregiver or Trustee, other than for reasonable Trustee fees and expenses of administration, not to exceed 20% of the trust, annually, or for any other use than for the Trust's purpose or for the benefit of pets under the pet trust.

ARTICLE V

Termination Date

The Trust Agreement shall terminate when none of the pets covered by the pet trust agreement are living. Upon termination, the Trustee shall transfer the unexpended trust property to Perpetual Care as the remainder beneficiary, as a donation to be used for general purposes as long as they are in keeping with the Perpetual Care mission.

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 Florida, especially those 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 VII 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.

Where appropriate to the context, pronouns or other terms expressed in one number and gender shall be deemed to include the other number and gender.

WITNESS the following signatures and seals

NAME, Owner

NAME, Owner

STATE OF _____
CITY/COUNTY OF _____, to wit;

The foregoing instrument was acknowledge before me in the jurisdiction of
aforesaid this _____ day of _____, 20____, by _____,
Owners and Trustees.

My commission expires: _____
Registration No: _____

Notary Public

ACCEPTED

Perpetual Care

STATE OF _____
CITY/COUNTY OF _____, to wit;

The foregoing instrument was acknowledge before me in the jurisdiction of
aforesaid this _____ day of _____, 20____, by _____,
Owners and Trustees.

My commission expires: _____
Registration No: _____

Notary Public

SCHEDULE A
Pet Descriptions and Pet Care Details

SCHEDULE B
Trust Fund Assets

SCHEDULE C
Contact Information

Pet Owner (Guardian) Contact Information

Name(s):

Address:

Email Address:

Phone:

Caregiver/Perpetual Care Contact Information

Name:

Address:

Email Address:

Phone:

Trustee/Perpetual Care Contact Information

Name:

Address:

Email Address:

Phone:

Attorney Contact Information

Name:

Address:

Email Address:

Phone:

Veterinarian Contact Information

Name:

Address:

Email Address:

Phone:

Temporary Caregiver Contact Information

Name:

Address:

Email Address:

Phone: