

PET AGREEMENT

THIS PET AGREEMENT (the "Agreement"), dated this _____ .

BETWEEN:

of _____, _____ County, The State of California
("_____")

OF THE FIRST PART

-and-

of _____, _____ County, The State of California
("_____")

OF THE SECOND PART

BACKGROUND:

IN CONSIDERATION OF the mutual promises and covenants contained in this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

_____ and _____ (collectively the "Parties" and individually the "Party") desire to live separate and apart from one another.

_____ and _____ wish to divide up their shared property interest in the following animals:

Name	Breed	Description
_____	_____	_____

DISTRIBUTION OF ANIMALS

1. _____ transfers all her property interest in _____ to _____ . _____ owns all interest in _____ free and clear of any claims of _____ .

VISITATION

2. The Parties agree that there will be no visitation schedule in place for _____

NECESSITIES OF LIFE

3. Each Party will provide their animal(s) with the appropriate necessities of life when the animal(s) is/are with the Party. The necessities of life include food, water, shelter and bathroom facilities (if necessary). Each Party will also ensure that the animal(s) will receive adequate exercise while in that Party's care. Each Party will be responsible for bearing the costs of the necessities of life when the animal(s) is/are staying with the Party.

ABANDONMENT/RELINQUISHMENT

4. Should either Party have to give up any or all of the animal(s) for any reason, the other party will gain sole possession of the animal(s), free and clear of any claims of the relinquishing party. A new visitation schedule may be negotiated between the Parties should such a transfer of ownership occur.
5. In the event that neither party is able to continue to care for the animal(s), then both Parties agree that they will take necessary steps in attempting to find another individual to take any or all of the animals. In the event that no such individual can be found, the Parties may then allow the animal(s) to be placed into the care of a humane society in their area.

PET INSURANCE

6. Should either Party decide to get pet insurance for an animal that is in his/her primary care, that Party will be responsible for the costs associated with the pet insurance and will also be the named beneficiary under the insurance. In the event that the Parties wish to share the costs of the pet

insurance, then each Party will be entitled to their proportionate share as beneficiaries under the insurance policy.

DEATH

7. In the event that a pet needs to be euthanized after a veterinarian has determined that euthanizing the animal is the most human course of action, the individual with primary care of the animal will have the final decision making ability in this regard. The individual with primary care of an animal that is about to be euthanized will notify the other party within enough time so that that party can attend at the veterinarian's office if he/she so desires.

PET IDENTIFICATION

8. The Parties agree that the animal(s) will be licensed, if required. The Party with the primary care of a pet will pay any applicable licensing fees, including renewal fees. Additionally, the individual who has primary care over a pet will be registered on file as the owner or guardian of the animal(s) with the appropriate registry authorities.

9. The Parties agree that in the event that the animal(s) are, or will be, micro-chipped, the microchip company will be supplied with all the pertinent information it requires of the individual who is the primary care giver of the animal. The microchip company will also be provided, if required, with the other party's information in the event that the primary care giver of the animal(s) cannot be contacted.

10. _____

GENERAL PROVISIONS

11. _____ and _____ will promptly sign and give to the other all documents necessary to give effect to the terms of this Agreement.

12. This Agreement contains the entire agreement between _____ and _____ about the ownership of their animals.
13. Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the Parties agree that the portion so held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.
14. In the event that a dispute arises regarding this Agreement, the Parties will try to resolve the matter through negotiation or mediation, prior to initiating a court action.
15. Notwithstanding that the Parties acknowledge and agree that their circumstances at the execution of this Agreement may change for many reasons, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.
16. This Agreement creates a fiduciary relationship between the Parties in which each Party agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.
17. The Parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each term of this Agreement.
18. The headings of this Agreement form no part of it, and will be deemed to have been inserted for convenience only.
19. This Agreement will be binding upon and will enure to the benefit of the Parties, their respective heirs, executors, administrators, and assigns.
20. If _____ and _____ reconcile, the terms of this Agreement will remain in effect unless the Parties revoke it in writing.
21. This Agreement may only be terminated or amended by the Parties in writing signed by both of them.

22. The laws of The State of California will govern the interpretation of this Agreement, and the status, ownership, and division of property between the Parties wherever either or both of them may from time to time reside.

IN WITNESS WHEREOF the parties have duly affixed their signatures on this _____.

SIGNED by _____

In the presence of:

WITNESS

Name

SIGNED by _____

In the presence of:

WITNESS

Name