

PET CUSTODY AGREEMENT

1. 1. Parties and Purpose

This Pet Custody and Care Agreement (the "Agreement") is made on [EFFECTIVE DATE] between [PARTY ONE FULL NAME], residing at [PARTY ONE ADDRESS], telephone [PARTY ONE PHONE], email [PARTY ONE EMAIL], and [PARTY TWO FULL NAME], residing at [PARTY TWO ADDRESS], telephone [PARTY TWO PHONE], email [PARTY TWO EMAIL]. The Parties previously shared a household or jointly acquired the animal or animals described in Section 2, and they enter this Agreement to record ownership, care arrangements, financial responsibility, and decision-making going forward. The Parties acknowledge that companion animals are treated as personal property under the law of most states, and they intend this Agreement to be enforceable between them as a contract regardless of how a court would otherwise classify or divide the animal.

2. 2. Identification of the Animal

This Agreement concerns the following companion animal or animals (each, the "Pet"): name [PET NAME], species [SPECIES], breed [BREED], color and markings [DESCRIPTION], sex [SEX], date of birth or approximate age [AGE], microchip number [MICROCHIP NUMBER], license or registration number [LICENSE NUMBER] issued by [ISSUING AUTHORITY], and any registry or pedigree number [REGISTRY NUMBER]. The Pet was acquired on [ACQUISITION DATE] from [SOURCE, e.g., breeder, shelter, rescue organization, private seller] for \$[ACQUISITION COST], paid by [PAYING PARTY]. Adoption or purchase documents are held by [DOCUMENT HOLDER]. Additional animals covered by this Agreement are listed on the attached Schedule of Animals, which is signed and dated by both Parties.

3. 3. Ownership and Registration

The Parties agree that ownership of the Pet is as follows: [OWNERSHIP ELECTION, e.g., [PARTY NAME] is the sole legal owner and [OTHER PARTY] holds the visitation rights described below / the Parties are joint owners in equal shares]. Registration, licensing, and microchip records will list [REGISTERED OWNER] as owner and [SECONDARY CONTACT] as the secondary contact, and the Parties will update the microchip registry, the licensing authority, and the veterinary practice within [RECORD UPDATE PERIOD, e.g., thirty days] of signing so that the records match this Agreement. Neither Party will change the registration, microchip details, or veterinary records to remove the other Party without written consent. If the Pet has monetary value as a breeding, show, working, or service animal, the Parties value that interest at \$[PET VALUE] and allocate it as follows: [VALUE ALLOCATION].

4. 4. Primary Residence and Possession Schedule

The primary residence of the Pet is with [PRIMARY CAREGIVER] at [PRIMARY RESIDENCE ADDRESS]. The Parties will share possession of the Pet as follows: [POSSESSION SCHEDULE, e.g., the Pet is with [PARTY ONE] from Monday at 9:00 a.m. to Friday at 5:00 p.m. and with [PARTY TWO] from Friday at 5:00 p.m. to Monday at 9:00 a.m. / the Pet alternates weekly, with exchanges on [DAY] at [TIME] / [PARTY NAME] has sole possession and [OTHER PARTY] may visit on [VISITATION TERMS]]. Each Party will keep the Pet at the residence stated above and will notify the other of any change of address within [ADDRESS CHANGE NOTICE, e.g., seven days]. If either Party moves more than [DISTANCE THRESHOLD, e.g., fifty miles] from the current residence, the Parties will review and revise the schedule under Section 12, and if they cannot agree, the schedule will change to [DEFAULT ON RELOCATION, e.g., sole possession by the Party remaining in the area, with visitation when the other Party is in the area].

5. 5. Holidays, Vacations, and Extended Absences

The Parties will alternate possession of the Pet during the following periods: [HOLIDAY LIST, e.g., the winter holiday period, Thanksgiving, and the week of [DATE]], with [PARTY ONE] taking odd-numbered years and [PARTY TWO] taking even-numbered years. A Party who will be away and unable to care for the Pet during that Party scheduled time will offer the time to the other Party at least [FIRST REFUSAL NOTICE, e.g., seven days] in advance before arranging a sitter, kennel, or boarding facility. If the other Party declines, the travelling Party is responsible for arranging and paying for care and will inform the other of where the Pet is being kept and the contact details of the caregiver. Boarding or sitting arrangements longer than [EXTENDED CARE THRESHOLD, e.g., fourteen days] require the written consent of both Parties.

6. 6. Exchanges and Transportation

Exchanges of the Pet will take place at [EXCHANGE LOCATION] at the times set out in Section 4, with transportation provided by [TRANSPORTATION ARRANGEMENT, e.g., the receiving Party]. Each Party will arrive within [GRACE PERIOD, e.g., fifteen minutes] of the scheduled time and will notify the other promptly of any delay. The following items travel with the Pet at every exchange and remain the shared property of both Parties: [TRAVELING ITEMS, e.g., leash, harness, carrier, medication, medical records card, bedding, and a supply of the current food]. Each Party will maintain at that Party residence the basic equipment the Pet requires, including [HOME EQUIPMENT, e.g., food and water bowls, bedding, crate, and litter arrangements]. Neither Party will withhold the Pet beyond a scheduled exchange, and a Party who does so will return the Pet within [RETURN DEADLINE, e.g., twenty-four hours] of written demand.

7. 7. Routine Costs and Expenses

Routine expenses for the Pet will be shared as follows: [ROUTINE COST SPLIT, e.g., equally / [PARTY ONE PERCENTAGE] by [PARTY ONE] and [PARTY TWO PERCENTAGE] by [PARTY TWO]]. Routine expenses include food, treats, licensing and registration fees, annual wellness examinations, vaccinations, parasite prevention, dental cleaning, grooming, routine medication, and pet insurance premiums. Each Party pays the day-to-day costs incurred during that Party own possession time, including food consumed and incidental supplies, without reimbursement. The Parties will maintain pet insurance with [INSURER NAME], policy number [POLICY NUMBER], with premiums shared in the same proportion and the policy naming [POLICY HOLDER] as holder and [OTHER PARTY] as an authorized contact. A Party seeking reimbursement for a shared expense will provide the receipt within [SUBMISSION PERIOD, e.g., thirty days], and the other Party will reimburse within [REIMBURSEMENT PERIOD, e.g., fourteen days].

8. 8. Veterinary Care and Medical Decisions

The regular veterinary practice for the Pet is [VETERINARY PRACTICE NAME], telephone [VETERINARY PHONE], and both Parties are authorized on the account to obtain records, discuss treatment, and schedule appointments. Non-emergency treatment expected to cost more than [TREATMENT CONSULTATION THRESHOLD, e.g., \$500] requires consultation with the other Party before it is authorized, and the Parties will share the cost in the proportion stated in Section 7. In an emergency, the Party in possession of the Pet may authorize any treatment a licensed veterinarian recommends to preserve the life or relieve the suffering of the Pet, and will notify the other Party as soon as possible and in any event within [EMERGENCY NOTICE PERIOD, e.g., twelve hours]. Emergency and extraordinary veterinary costs will be shared [EMERGENCY COST SPLIT], up to a combined annual limit of [ANNUAL MEDICAL CAP], above which the Parties will confer before further treatment. A decision to euthanize the Pet will be made jointly wherever circumstances allow, and if the Parties cannot agree, the recommendation of the treating veterinarian will govern; the Party not in possession will be given

the opportunity to be present if it is practical.

9. 9. Standard of Care and Living Conditions

Each Party will provide the Pet with adequate food and fresh water, appropriate shelter, daily exercise appropriate to the species and age, social interaction, a clean living environment, and prompt attention to illness or injury. Each Party will keep the Pet on the diet described as [DIET AND FEEDING SCHEDULE] and will administer medication as prescribed, following the schedule at [MEDICATION SCHEDULE]. Neither Party will subject the Pet to physical punishment, leave the Pet unattended for more than [UNATTENDED LIMIT, e.g., eight hours], allow the Pet to roam unsupervised off leash outside a fenced area, or expose the Pet to an environment or animal known to be dangerous. Neither Party will alter the Pet permanently, including by declawing, tail docking, ear cropping, breeding, spaying, or neutering, without the written consent of the other, except where a licensed veterinarian advises the procedure is medically necessary. Each Party will maintain housing where the Pet is permitted and will not place the Pet in a residence that prohibits the species or breed.

10. 10. Restrictions on Transfer, Rehoming, and Right of First Refusal

Neither Party may sell, give away, surrender to a shelter or rescue organization, transfer, or permanently rehome the Pet without first offering full ownership to the other Party in writing. The other Party has [FIRST REFUSAL PERIOD, e.g., fourteen days] to accept the offer, and on acceptance will take sole ownership of the Pet at no cost, together with the equipment, records, and any remaining medication. A Party who transfers the Pet in breach of this Section will pay the other Party liquidated damages of \$[LIQUIDATED DAMAGES] and will use every reasonable effort to recover the Pet. Neither Party may breed the Pet, enter the Pet in competition, or license the image of the Pet commercially without the written consent of the other, and any income from an activity permitted under this Section will be shared [INCOME SPLIT]. Neither Party may pledge the Pet as security for a debt.

11. 11. Death or Incapacity of a Party

If a Party dies or becomes unable to care for the Pet, full ownership passes to the surviving or remaining Party unless that Party declines in writing within [DECLINE PERIOD, e.g., thirty days]. Each Party will make provision in a will, trust, or pet trust consistent with this Section and will notify the other of any document that affects the Pet. If both Parties are unable to care for the Pet, the Pet will be placed with [ALTERNATE CAREGIVER NAME], telephone [ALTERNATE CAREGIVER PHONE], who has agreed to accept the Pet, and funds of \$[PET CARE FUND] will be applied to the care of the Pet if available. On the death of the Pet, the Party in possession will notify the other immediately, and the Parties will decide jointly on the handling of remains, with the default being [REMAINS ELECTION, e.g., cremation with the ashes divided or held by [PARTY NAME]]. Costs of end-of-life care and disposition will be shared [END OF LIFE COST SPLIT].

12. 12. Term, Modification, Dispute Resolution, and General Provisions

This Agreement begins on the Effective Date and continues for the lifetime of the Pet unless the Parties agree in writing to end it earlier. Any modification must be in writing and signed by both Parties, and the Parties will review the schedule if either relocates, changes work patterns, or if the health of the Pet changes materially. If a dispute arises, the Parties will first discuss it directly and then attend mediation with a neutral mediator in [MEDIATION LOCATION], sharing the cost [MEDIATION COST SPLIT], before filing suit. Any unresolved dispute will be brought in the courts located in [VENUE COUNTY AND STATE], and this Agreement is governed by the laws of the State of [GOVERNING STATE]. The Parties acknowledge that damages may be an inadequate remedy for breach of Section 10 and agree that specific performance and injunctive relief are appropriate remedies. The prevailing Party in any proceeding to enforce this Agreement may recover reasonable attorney fees and costs, and if any provision is found unenforceable the remainder stays in effect.

13. 13. Signatures

By signing below, each Party confirms having read this Agreement, having entered into it voluntarily, and intending to be bound by it. PARTY ONE: [PARTY ONE FULL NAME]. Signature: _____. Date: [DATE]. PARTY TWO: [PARTY TWO FULL NAME]. Signature: _____. Date: [DATE]. State of [STATE], County of [COUNTY]. On [NOTARY DATE], before me personally appeared the above-named individuals, known to me or satisfactorily identified, who acknowledged that they signed this Agreement as their free act and deed. Notary Public: _____. My commission expires: [EXPIRATION DATE]. This Agreement may be signed in counterparts, and electronic signatures have the same effect as original signatures.

14. Disclaimer

This template is provided for general informational purposes only and is not legal advice. In most states companion animals are classified as personal property, and a court dividing property in a divorce will usually award an animal to one party rather than order a shared schedule; a growing number of states now direct courts to consider the wellbeing of the animal, and the approach differs from state to state. Courts generally enforce a voluntary written agreement between the parties, which is why this document is worth signing, but a judge is not obliged to supervise a possession schedule. Local ordinances on licensing, breed restrictions, and animal welfare also apply. Have this document reviewed by a licensed attorney in your state before relying on it. Use of this template does not create an attorney-client relationship with ScanContract.

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