

# SEPARATION CUSTODY PET AGREEMENT

This Pet Custody Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [PARTY 1 NAME], of [PARTY 1 ADDRESS] ("Party 1"), and [PARTY 2 NAME], of [PARTY 2 ADDRESS] ("Party 2"). Party 1 and Party 2 are each a "Party" and together the "Parties."

## 1. Background and Purpose

The Parties are unmarried partners or cohabitants who are ending their shared household. During their shared household, the Parties jointly acquired and/or cared for the companion animal(s) identified in Section 3 (each, an "Animal," and collectively the "Animals"). The Parties now wish to divide of the Animals on the terms set forth below, to avoid future disputes, and to ensure the continued welfare of each Animal.

IN CONSIDERATION OF the mutual promises and covenants contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

## 2. Definitions

"Animal" means each individual companion animal listed in Section 3.

"Primary Custodian" means the Party designated in Section 3 as having primary day-to-day of a particular Animal.

"Routine Veterinary Care" means scheduled wellness exams, vaccinations, dental cleanings, parasite-control medications, and other non-emergency care.

"Emergency Veterinary Care" means treatment reasonably necessary to address a sudden injury or illness that, if not addressed promptly, would result in death, permanent disability, or significant suffering.

## 3. The Animal(s) and Division of

The Parties acknowledge joint or shared historical ownership of the following Animal(s), and hereby divide as set forth in the table below:

Name	Species	Breed	Description / ID	Primary Custodian	--- --- --- --- ---
[ANIMAL 1 NAME]	Dog	[ANIMAL 1 BREED]	[ANIMAL 1 DESCRIPTION]	Party 1	— [PARTY 1 NAME]

**Release of competing claims.** Except as expressly provided in this Agreement, each Party hereby releases and waives any claim of ownership or possessory right to any Animal whose Primary Custodian is the other Party, effective upon execution of this Agreement.

**Microchip registration update.** Within thirty (30) days of the Effective Date, the Parties shall jointly update the microchip registry of record (e.g., PetLink, AKC Reunite, HomeAgain) and all veterinary, licensing, and insurance records to reflect the allocation set forth above. The Party designated as Primary Custodian shall be listed as the primary registrant; the other Party may be listed as an emergency contact where the registry permits.

#### **4. Primary Custody and Day-to-Day Care**

The Primary Custodian designated for each Animal in Section 3 shall have primary of that Animal, including the right and responsibility to provide day-to-day food, shelter, training, exercise, Routine Veterinary Care, and a safe and humane living environment. Where an Animal is designated as Shared / Joint, the Parties shall co-own the Animal and shall coordinate its care according to the schedule and decision-making provisions below.

#### **6. Decision-Making Authority**

**Routine decisions.** The Primary Custodian shall have authority over routine decisions regarding the Animal, including diet, exercise, and Routine Veterinary Care.

**Major decisions.** The following decisions require the prior written consent of both Parties: (a) elective surgery; (b) breeding or sterilization; (c) sale, gift, surrender, or rehoming; (d) participation in research, breeding programs, or competitive racing; and (e) end-of-life decisions, except as provided below.

**Non-emergency veterinary spending.** For non-emergency veterinary expenditures exceeding **\$1,000.00** for any single course of treatment, the consent of both Parties is required. Below that threshold, the Primary Custodian may proceed unilaterally and shall promptly notify the other Party.

**Emergency veterinary decisions.** If the Animal requires Emergency Veterinary Care, the Parties shall promptly confer. If the Parties cannot reach agreement within two (2) hours after first contact, the Party then in physical possession of the Animal shall have authority to authorize necessary treatment, and the resulting costs shall be shared equally.

**End-of-life / euthanasia.** End-of-life and euthanasia decisions require the **mutual written consent** of both Parties, except in cases of acute, irreversible suffering certified by a licensed veterinarian, in which case the Party in current possession may act on the veterinarian's written recommendation.

#### **7. Cost Allocation**

**Routine costs.** The Primary Custodian for each Animal shall bear all routine costs of care for that Animal, including food, Routine Veterinary Care, grooming, licensing, training, and supplies.

**Emergency veterinary costs.** Emergency Veterinary Care costs shall be shared equally (50% / 50%).

**Reimbursement procedure.** A Party who advances funds for the other Party's share shall provide a written request with receipts within thirty (30) days; reimbursement is due within fifteen (15) days of the request.

## 8. Relocation Restriction

Neither Party shall permanently relocate any Animal beyond a radius of **50 miles** from the Animal's current primary residence, or outside the State of [STATE], without the other Party's prior written consent. "Permanent relocation" excludes temporary travel of fewer than thirty (30) consecutive days. A Party seeking consent to relocate shall provide at least sixty (60) days' written notice.

## 9. Transfer, Rehoming, and Breeding

**Right of first refusal.** If the Primary Custodian wishes to sell, give away, surrender, or otherwise transfer an Animal, the proposing Party shall first offer, in writing, to assign full ownership to the other Party. The other Party shall have thirty (30) days from receipt to accept. **In no event shall a Party surrender an Animal to a public shelter without first complying with this right of first refusal.** Unauthorized surrender is a material breach.

**Breeding prohibited.** Neither Party shall cause, permit, or facilitate the breeding of any Animal without the prior written consent of both Parties.

## 10. Welfare Standards and Cruelty Compliance

Each Party shall provide humane care for any Animal in its possession, consistent with the standards of the American Veterinary Medical Association and the Five Domains of Animal Welfare. Conduct that constitutes cruelty, neglect, or abandonment under applicable state animal-cruelty law is a material breach of this Agreement.

## 11. State-Specific Notices

## 12. Breach and Remedies

**Material breach** includes: (a) failure to comply with a scheduled exchange; (b) failure to pay an allocated cost within fifteen (15) days after demand; (c) unauthorized transfer or surrender; (d) unauthorized breeding; (e) unauthorized relocation; and (f) cruelty, neglect, or abandonment.

**Remedies.** The non-breaching Party may seek: (i) specific performance; (ii) replevin; (iii) monetary damages; (iv) injunctive relief; and (v) reasonable attorney's fees. Remedies are cumulative.

**Emergency possession.** If a Party has a good-faith belief that an Animal is suffering ongoing cruelty or imminent serious harm, the concerned Party may take immediate possession, shall promptly notify the other Party, and shall initiate dispute resolution within seventy-two (72) hours.

### 13. Dispute Resolution

**Mediation, then arbitration.** The Parties shall first attempt to resolve disputes through non-binding mediation in [VENUE CITY FOR MEDIATION ARBITRATION OR], [STATE] for thirty (30) days. If unresolved, disputes shall be resolved by binding arbitration administered by the AAA, seated in the same venue.

### 14. General Provisions

**Governing Law.** This Agreement shall be governed by the laws of the State of [STATE].

**Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the Animals identified herein.

**Amendment.** This Agreement may be amended only by a written instrument signed by both Parties.

**Severability.** If any provision is held invalid, the remainder shall continue in full force.

**Counterparts and electronic signatures.** This Agreement may be executed in counterparts and by electronic signature under the federal ESIGN Act (15 U.S.C. §7001 et seq.).

**Notices.** Notices shall be in writing and delivered to the addresses set forth in the preamble.

### Signatures

The Parties have executed this Pet Custody Agreement as of the Effective Date.

#### Party 1

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE

#### Party 2

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE