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## **Pet Custody Agreement**

*State of Alabama*

This Pet Custody Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties: \_\_\_\_\_, having primary contact information of the following:

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

and \_\_\_\_\_, having primary contact information of the following:

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Hereinafter, "Party A" will refer to and be used to describe the following party: \_\_\_\_\_.

"Party B" will refer to and be used to describe the following party: \_\_\_\_\_. Party A and Party B may be referred to individually as "Party" and collectively as the "Parties."

### ***RECITALS:***

*WHEREAS, Party A and Party B live or will shortly be living separate and apart from one*

*another;*

*WHEREAS, Party A and Party B have a shared property interest in their Companion Animal, defined below;*

*WHEREAS, Party A and Party B would like to come to a written understanding about the custody and visitation about their Companion Animal through this Agreement;*

*NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:*

**Article 1 - COMPANION ANIMAL INFORMATION:**

The companion animal that is the subject of this Agreement is as follows ("Companion Animal"):

**Name:** \_\_\_\_\_

**Age:** \_\_\_\_\_

**Gender:** Female

**Color:** \_\_\_\_\_

**Breed:** \_\_\_\_\_

**Article 2 - CUSTODY & VISITATION:**

Custody of the Companion Animal will rest primarily with the following party: Party A. The other Party will have visitation rights as follows:

\_\_\_\_\_

Should either Party face any unforeseen travel costs in exercising their visitation rights, those costs will be the sole and exclusive responsibility of the Party facing them and shall not be shared between the Parties. The Companion Animal will be transported in a safe and lawful manner.

**Article 3 - UNUSUAL SCHEDULE:**

Should one Party face any unusual schedule, such as a vacation or other event necessitating a departure from the Parties' agreed-upon visitation schedule, the Parties hereby agree to discuss the situation and come to a workable solution for the Companion Animal during that time, such that no Party has less visitation time than they otherwise would have under the normal schedule.

Should either Party wish to bring the Companion Animal with them on a trip out of town for any reason, that Party will discuss the specifics of the trip with the other Party no later than two weeks beforehand, including duration and location of trip, and how the Companion Animal will be cared for during that time. Consent to take the Companion Animal out of town shall not be withheld unreasonably.

**Article 4 - COMPANION ANIMAL CARE:**

The Parties agree that proper care, including all necessities and comforts, will be provided for the Companion Animal at all times. Proper care includes the following:

a) Adequate food, water and shelter. Specific feeding information for the Companion Animal is as follows:

\_\_\_\_\_

b) Bathroom facilities or outdoor walks so that the Companion Animal may relieve themselves appropriately

c) Adequate exercise

d) Veterinary visits as needed and appropriate

e) Proper care in case of any emergency, including prompt transportation to a veterinary office, clinic or hospital, as well as notification to the other Party about such emergency

Party A shall be primarily responsible for all Companion Animal expenses, with the exception of veterinary care, which is addressed in another portion of this Agreement.

**Article 5 - ABANDONMENT/RELINQUISHMENT:**

Should either Party desire to abandon the Companion Animal or relinquish their rights, the other Party will receive sole and exclusive custody of the Companion Animal, free and clear of any and all claims from the other Party. A new visitation schedule may be worked out, if the Parties still desire occasional visits with the Companion Animal and relinquishing Party.

Should the situation arise where neither Party can care for the Companion Animal, the Parties agree to come together and find another individual with whom the Companion can be placed.

**Article 6 - VETERINARY INFORMATION:**

The Parties agree that the veterinary provider for the Companion Animal is as follows:

\_\_\_\_\_

For the routine care and health maintenance of the Companion Animal, including annual veterinary visits, the following Party will be responsible for scheduling, transportation, payment and all other obligations associated with regular veterinary visits: Party A.

For unforeseen visits or emergencies, the Party who then has custody of the Companion Animal shall be responsible for the scheduling, transportation, payment and other obligations.

**Article 7 -**

**Article 8 - PET IDENTIFICATION AND LICENSING:**

Party A shall be primarily responsible for identification and licensing obligations and fees for the Companion Animal. Party A shall be registered on all official documents and files as the owner of the Companion Animal, including microchipping companies, if applicable.

**Article 9 - END OF LIFE DECISIONS:**

In case a decision needs to be made on whether the Companion Animal will be euthanized, Party A will be the sole and exclusive decision-maker and will decide how to handle the animal's remains. However, the other Party will be notified as soon as is practicable in order to attend and say goodbye to the Companion Animal.

**Article 10 - GENERAL PROVISIONS:**

a) **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

b) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

c) **AMENDMENTS:** This Agreement may only be amended in writing signed by both Parties.

d) **SEVERABILITY:** If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

e) **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

f) **HEADINGS:** Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

g) **COUNTERPARTS:** This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

***EXECUTION:***

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_