

PET CUSTODY AGREEMENT

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This Pet Custody Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PARTY A LEGAL NAME], residing at [PARTY A ADDRESS] ("**Party A**"); and

[PARTY B LEGAL NAME], residing at [PARTY B ADDRESS] ("**Party B**").

Party A and Party B are each a "**Party**" and together the "**Parties**." This Agreement concerns [PET NAME], a [SPECIES/BREED], [COLOR/MARKINGS], [SEX], born or acquired on or about [DATE], microchip number [NUMBER, IF ANY] (the "**Pet**").

Recitals. The Parties have shared the care of the Pet and are separating their household or otherwise dividing responsibility for the Pet. The Parties wish to set out, in writing, how they will share custody, expenses, and decisions regarding the Pet. The Parties understand that, in most jurisdictions, a companion animal is treated as personal property and that courts may not enforce a "custody" schedule the way they would for a child; this Agreement reflects the Parties' voluntary arrangement as between themselves. In consideration of the mutual promises below, the Parties agree as follows.

1. Ownership and Purpose

1.1 Legal owner. For purposes of licensing, registration, and dealings with third parties, the Pet's legal owner of record is [PARTY / BOTH PARTIES JOINTLY]. This Section governs title; Sections 2 through 4 govern the Parties' agreed sharing of care.

1.2 Intent of the Parties. The Parties intend to keep the Pet's life stable and to act at all times in the Pet's best interest, including its health, safety, and well-being.

1.3 Personal property acknowledgment. The Parties acknowledge that the Pet may be treated as personal property under the law of [STATE] and that this Agreement is a private contract between them. Each Party agrees to honor it in good faith.

1.4 No transfer of title. Nothing in this Agreement transfers ownership of the Pet unless this Agreement expressly says so in Section 1.1.

2. Custody and Possession Schedule

2.1 Primary residence. The Pet's primary residence will be with [PARTY] at [ADDRESS], except during the sharing periods described below.

2.2 Sharing schedule. The Parties will share possession of the Pet as follows: [DESCRIBE SCHEDULE, e.g. alternating weeks; weekends with Party B; holidays alternating annually].

2.3 **Exchanges.** Exchanges of the Pet will take place at [LOCATION] at the agreed times. The Party ending a possession period will return the Pet with its collar, leash, medications, food, and any other items provided.

2.4 **Travel and relocation.** A Party who plans to travel with the Pet outside [AREA] or to relocate will give the other Party [NUMBER] days' notice. The Parties will discuss in good faith any adjustment to this Agreement that a relocation requires.

2.5 **Flexibility.** The Parties may agree in writing (including by text or email) to vary the schedule for a given period without amending this Agreement.

3. Care, Health, and Decisions

3.1 **Standard of care.** Each Party will provide the Pet with appropriate food, water, shelter, exercise, grooming, and affection during its possession periods and will not subject the Pet to neglect or mistreatment.

3.2 **Veterinary care.** The Pet's primary veterinarian is [NAME]. Each Party may obtain emergency veterinary care when the Pet is in its possession and will promptly notify the other Party. Non-emergency and major medical decisions will be made [JOINTLY / BY THE PRIMARY CAREGIVER AFTER NOTICE].

3.3 **Diet, medication, and routine.** The Parties will follow a consistent diet, medication, and exercise routine for the Pet, described here: [ROUTINE], and will keep each other informed of any change.

3.4 **End-of-life decisions.** Decisions regarding the Pet's serious illness or humane euthanasia will be made [JOINTLY WHERE TIME PERMITS], with the Pet's suffering and best interest as the guiding standard. If a Party cannot be reached in an emergency, the Party with possession may act on veterinary advice.

3.5 **Information sharing.** Each Party will give the other access to the Pet's veterinary records and will share the contact information of any caregiver, groomer, or boarding facility used.

4. Expenses

4.1 **Routine expenses.** The Parties will share the Pet's routine expenses — including food, licensing, preventive care, grooming, and supplies — as follows: [ALLOCATION, e.g. equally / Party A 60% / each pays during own possession].

4.2 **Major expenses.** Major or unexpected expenses, such as surgery or hospitalization, will be shared [EQUALLY / AS STATED], provided that the Party incurring the expense gives notice and, where time permits, obtains the other Party's agreement.

4.3 **Reimbursement.** A Party that pays a shared expense will provide documentation within [NUMBER] days, and the other Party will reimburse its share within [NUMBER] days.

4.4 **Insurance.** [PARTY] will maintain pet insurance for the Pet, and the Parties will share the premium [EQUALLY / AS STATED]. Insurance proceeds will be applied to the Pet's covered expenses.

5. Dispute Resolution

5.1 **Good-faith discussion.** Before taking any other action, the Parties will attempt to resolve any disagreement about the Pet through good-faith discussion within [NUMBER] days of written notice.

5.2 **Mediation.** If discussion does not resolve the dispute, the Parties will attempt mediation with a neutral mediator before pursuing any other remedy. The Parties will share the mediator's fees equally.

5.3 **Pet's welfare paramount.** In any dispute, the Parties agree that the Pet's health, safety, and welfare are the primary consideration.

6. Term, Modification, and Termination

6.1 Term. This Agreement begins on the Effective Date and continues for the life of the Pet unless terminated earlier under this Section.

6.2 Modification. The Parties may modify this Agreement only by a writing signed by both Parties.

6.3 Buyout or consolidation. The Parties may agree that one Party will assume sole care of the Pet. In that case, the assuming Party will be the sole owner and caregiver, the other Party's obligations end on the agreed date, and any buyout amount is: **\$[AMOUNT, IF ANY]**.

6.4 Death of the Pet. On the death of the Pet, this Agreement terminates, except for obligations to reimburse expenses already incurred.

7. General Provisions

7.1 Governing law. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the courts located in **[COUNTY, STATE]**.

7.2 Entire agreement. This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions.

7.3 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

7.4 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt; routine scheduling messages may be exchanged by text or email.

7.5 Counterparts and electronic signature. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PARTY A

PARTY B

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: N/A

Title: N/A

Date: _____

Date: _____

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