

EMERGENCY PET CAREGIVING AGREEMENT

This agreement is made by and between:

PET OWNER: _____
Email Address: _____

Street: _____
City, State, Zip: _____
Cell Phone: _____
Home Phone: _____

and the following caregiver:

CAREGIVER: _____
Email Address: _____

Street: _____
City, State, Zip: _____
Cell Phone: _____
Home Phone: _____

Estimated Period of Caregiving Needed: _____

Whereas, Pet Owner has suffered an emergency that impacts the ability to keep his or her pet(s) at the time of this agreement; and

Whereas, Caregiver desires to provide or find a supportive, healthy and safe environment for each pet in his or her custody and care and assist Pet Owner and Pet(s) to stay together as a family in the long term; and

Now therefore in consideration of the mutual promises and agreements set forth herein the parties agree as follows:

Caregiver agrees to provide care or find temporary boarding for the following pet(s) pursuant to the terms and conditions set forth below:

Name of Pet: _____
Description of Pet: _____
Gender: _____
Is the Pet spayed/neutered? _____

Caregiver has been advised of the following special needs of the pet:

(Pet Owner should insert here any medical or behavioral information including but not limited to dietary needs, medications, whether the animal can be with other animals, children etc.)

Name of Pet: _____
Description of Pet: _____
Gender: _____
Is the Pet spayed/neutered? _____

Caregiver has been advised of the following special needs of the pet(s):

(Pet Owner should insert here any medical or behavioral information including but not limited to dietary needs, medications, whether the animal can be with other animals, children etc.)

Name of Pet: _____
Description of Pet: _____
Gender: _____
Is the Pet spayed/neutered? _____

Caregiver has been advised of the following special needs of the pet(s):

(Pet Owner should insert here any medical or behavioral information including but not limited to dietary needs, medications, whether the animal can be with other animals, children etc.)

Caregiver understands that animals act differently in new environments and may exhibit behaviors not detailed above. They may also experience medical needs attributable to the stress of moving to a new environment, and Caregiver agrees to take reasonable measures to accommodate any noted or exhibited medical or behavioral needs.

- Caregiver agrees to provide care to Pet(s) for the Estimated Period of Caregiving Need as specified above.
- Caregiver agrees that he or she is temporarily taking care of this animal for Pet Owner, and he or she does not have any right of ownership over the Pet(s). Caregiver further agrees that Pet Owner's rights in and to Pet are superior to his or hers, unless and until the Pet is considered abandoned pursuant to the terms of this Agreement.

- Parties agree to communicate at least once a week. Caregiver agrees to allow Pet Owner to visit as detailed below: (Specify frequency and place of visitation and any notice that must be given prior to visiting)
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- Pet Owner agrees that failure to communicate with Caregiver for a period of three weeks shall constitute abandonment of the Pet(s). If the Pet Owner has failed to communicate with the Caregiver for the period of one month, Caregiver may send Owner written notice of abandonment (via certified mail, return receipt requested) to both mailing addresses notifying Pet Owner that he/she has no less than 14 days from the date notice is mailed to retrieve the Pet(s). If Owner fails to retrieve the Pet(s) by said date, the animal will be considered abandoned, Pet Owner will forfeit all rights in the Pet(s) from that period forward, and all rights of ownership in the Pet(s) will transfer automatically to Caregiver.

- Parties have agreed that Pet Owner shall be responsible, and shall reimburse Caregiver in full, for the cost of (circle as apply and initial)

Pet Food (up to \$_____)

Grooming (up to \$_____)

Other: _____

- Pet Owner and Caregiver agree to coordinate veterinary care for the Pet(s), including payment, veterinarian of choice, and emergency care in accordance with this agreement. Caregiver is not responsible for veterinary costs. Caregiver will not arrange or pay for, or otherwise cause, routine medical procedures to the Pet(s) during the period covered by this agreement, without the express written consent of Pet Owner, or his/her designate.

- Caregiver will arrange for any emergency care necessary to stabilize the Pet(s)' medical condition in the event of illness or injury. This agreement shall serve as authorization for a veterinary provider to provide such emergency care. Pet Owner agrees to pay the cost of any such care in an amount not to exceed _____. (Insert limitation or insert no maximum amount.) In the event that the pet should become so severely ill or injured that humane euthanasia is appropriate to eliminate or prevent suffering, and Caregiver is unable to reach Pet Owner to authorize euthanasia in a timely fashion, Pet Owner hereby authorizes (initial one):

_____ Caregiver Or _____ (name of veterinary clinic)
to authorize humane euthanasia.

- If Pet(s) is not sterilized, Caregiver will take all necessary precautions to prevent Pet(s) from either impregnating another animal or becoming impregnated.

- Pet Owner and Caregiver shall notify one another if either Party is planning to move at any time during the period covered by this agreement prior to the move and shall provide the other Party with new contact information.

- Parties understand that because the provisions of this agreement are legally binding, any violation of this agreement could result in legal liabilities.
- Pet Owner agrees to pick up and take possession of the Pet(s) at or prior to the end of the estimated caretaking period unless the parties extend this agreement in writing for an additional period.
- If at any point prior to the end of the estimated term of care, Caregiver can no longer, or does not want to continue to, provide care, food and shelter for the Pet(s), he or she agrees to contact the Pet Owner, or his/her designate, and arrange for surrender and return of Pet(s) back to Pet Owner. In such an event, Caregiver agrees to give Pet Owner (parties should insert agreed period of notice) notice, and Pet Owner agrees to pick up the Pet(s) prior to the expiration of the notice period (in no case should the notice period be less than 72 hours).
- Caregiver will not transfer possession or custody of the Pet(s) to any other person at any time, except for temporary, short-term possession for the purpose of vet care, grooming, travel, etc, as known and authorized by the Pet Owner. Specifically, but not by way of limitation, Caregiver will not relinquish custody or possession of Pet(s) to any Rescue Organization, Shelter, or Animal Facility unless and until the Pet(s) is considered abandoned pursuant to the terms of this agreement.
- Caregiver agrees to contact the Pet Owner with any and all questions or concerns about the Pet(s) and to immediately notify the Pet Owner if the Pet(s) becomes lost, injured, ill or is involved in any incident or situation which results in the intervention of animal control or other governmental authority.
- Caregiver agrees to immediately return the Pet(s) to Pet Owner, at the request of the Pet Owner, at any time and for any reason. Caregiver agrees that this Pet(s) is unique and not fungible or replaceable by any other animal and understands that if Pet Owner is forced to seek legal recourse for the return of the Pet(s), Pet Owner will seek to have this Agreement specifically enforced by the courts. This means that Pet Owner will seek the return of Pet(s), not monetary damages. In the event the Pet Owner is required to seek legal intervention to secure the return of the Pet(s), Caregiver shall be liable for attorneys' fees and court costs.
- In the event that Caregiver violates the terms and conditions of this agreement and that violation results in the death of the Pet(s) or other inability to return the Pet(s) to Pet Owner, the parties agree that damages for the loss of a pet are difficult to estimate with certainty and in such event the parties agree that there shall be liquidated damages in the amount of \$5,000 paid by Caregiver to Pet Owner in addition to any attorneys fees and costs of suit.
- Caregiver agrees to provide care for the Pet(s) in accordance with reasonable standards of pet care, as a volunteer care provider. In consideration of this service, Pet Owner waives and relinquishes all claims against Caregiver for accidental injury, illness or death of the Pet(s) except in cases of criminal misconduct or gross negligence on the part of Caregiver. Pet Owner agrees to indemnify the Caregiver for any injury to third persons caused by the Pet(s) while in Caregiver's custody.
- Caregiver and Pet Owner agree to release, indemnify and hold harmless any and all organizations or entities in any way associated with this coordination effort, along with their officers, directors, agents, employees and volunteers, from any liability arising from or associated with this Emergency Pet Caretaking Agreement.

I acknowledge that I have read and agree to all the conditions listed above.

Pet Owner Signature Date

Caregiver Signature Date

Print name

Print Name

Witness Signature

Print name

ADDITIONAL CONTACT INFORMATION:

The following are possible alternate points of contact for Pet Owner and Caregiver. Persons listed below are not parties to the Caretaker Contract, nor are they to be considered in any notification or other provisions of the Caretaker Contract.

Pet Owner alternate contact information:

Name	Relationship to Pet Owner	Telephone Number	Email

Caregiver alternate contact information:

Name	Relationship to Caregiver	Telephone Number	Email
