

PET CUSTODY AGREEMENT

This Pet Custody Agreement (this "Agreement") is made and entered into as of this 05 day of January, 2018, (the "Effective Date") by and between Poppy Jennings, residing at 2611 Houghton Lane, Hartford, CT 22267 ("First Owner") and Bobby Chung, residing at 2111 Jenko Drive, Hartford, CT 25511 ("Second Owner").

WHEREAS the parties are the owners of the following animal(s) (referred to herein as the "pet(s)");

| Name | Breed | Description |
|------|-------|-------------------------------------|
| Puff | Corgi | Welsh Corgi with white spot on back |

WHEREAS, it is the desire and intention of the parties that the care and custody of the pet(s) be finally fixed by this Agreement.

NOW THEREFORE, Owners freely and fully accept the provisions, terms and conditions hereof and in consideration of the promises and mutual covenants herein contained as well as for other good and valuable considerations not herein specifically set forth, the parties do hereby agree to the following:

1. Legal Custody of the Pet. The parties agree that First Owner has sole ownership of the pet(s) and is free to make all decisions in all matters pertaining to the care of the pet(s).

2. Pet Care Rights and Responsibilities. The parties agree to the following with respect to each party's care of the pet(s):

- a. Each party will provide the pet(s) with appropriate food, water, and facilities. The parties agree to provide the pet(s) with appropriate care, including exercise and grooming.
- b. The parties agree to license and register the pet(s), including micro-chipping. The owner with primary ownership will be registered as the owner the pet(s).
- c. In the event of an emergency, serious illness or accident or other circumstance seriously affecting the pet's health and general welfare, the party who has physical possession or control of the pet(s) at the time will immediately notify the other party of such circumstances. The party who is notified shall have immediate access to the pet(s).
- d. In the event of a medical emergency, and only in such event, each party acknowledges that he/she has full confidence in the other's ability to make a unilateral decision for the pet's welfare which otherwise would be a joint decision of the parties.
- e. Both parties shall be entitled to participate in any training programs for the pet(s).
- f. Neither party shall, in any way, impede, obstruct nor interfere with the exercise by the other of his/her right of companionship with the pet(s). Each party further agrees that he/she will in no way attempt to create a non-harmonious atmosphere for the pet(s).

- g. Each party shall be entitled to complete and detailed information from all veterinarians, consultants or specialists attending the pet(s) for any reason whatsoever and to be furnished upon written request with copies of any reports given to other party.

3. Pet Insurance. First Owner shall be responsible for obtaining or maintaining existing insurance for the pet(s). Second Owner shall be entitled to receive confirmation of the status of the insurance annually directly from the insurance carrier. The parties shall share equally the costs for maintaining existing insurance for the pet(s). Any and all reasonable expenses not covered shall be shared equally between the parties.

4. Pet Expenses. The parties agree that in the absence of written agreement to the contrary, each party equally shall be responsible for all reasonable expenses for the health and welfare, training and grooming of the pet(s).

5. Abandonment. Should either party cease to be able to care for the pet(s) or be required to abandon the pet(s), the other party will receive full ownership of the pet(s).

6. Bankruptcy. The rights, obligations and responsibilities provided in this Agreement shall not be dischargeable in bankruptcy.

7. Legal Representations. Each party has had the opportunity to have independent counsel and legal advice of his/her own selection in the negotiation of this Agreement. Each party fully understands the facts and has been fully informed as to his/her legal rights and obligations.

8. Fees and Costs. Each party shall be solely responsible for his/her respective attorney's fees and costs incurred as a result of the negotiation of this Agreement. However, in the event that either party shall retain or engage an attorney or attorneys to collect or enforce or protect his/her interest with respect to this Agreement, the prevailing party shall be entitled to receive payment of all costs and expenses of such collection, enforcement or protection, including reasonable attorneys' fees.

9. Free and Voluntary Execution. The parties hereto declare that they have fully read and fully understand the provisions contained in this Agreement and believe this Agreement to be fair, just and reasonable. Each party is signing this Agreement freely and voluntarily, without undue influence, fraud, collusion or misrepresentation, and intend to be bound by it.

10. Further Assurances. Each party shall execute, acknowledge or deliver any instrument, paper or document, furnish any information or take such other actions as reasonably may be necessary in connection with the performance of the obligations set forth in this Agreement.

11. Modifications and Amendments. This Agreement may only be amended or modified or deemed amended or modified by an agreement in writing duly signed by the parties or by any court of competent jurisdiction.

12. No Waiver. Any non-written waiver by either party of any provision of this Agreement or any right or option hereunder shall not be controlling, nor shall it prevent such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed

as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.

13. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Connecticut.

14. Disputes. The parties agree that in the event it shall become necessary to enforce this Agreement or any term hereof, the parties shall first attempt to mediate the issue with a certified mediator to be mutually agreeable to each. In the event that the parties are unable to mediate the issue, either party shall thereafter be free to seek the enforcement of this Agreement in the applicable court of competent jurisdiction.

15. Attorney's Fees. If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal.

16. Admissibility. This Agreement or a copy of the same may be introduced in evidence by either party to this cause, and the court is requested to make the same a part of any final order or final judgment entered in this cause. This Agreement will be construed as being jointly prepared and written by all parties hereto.

17. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

18. Mutual Release. Except as provided in this Agreement, each party releases the other from all claims, demands due, debts, rights, or causes of action in contract, tort or otherwise up to the date of this Agreement.

19. Headings. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

20. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

21. Entire Agreement. This Agreement contains the entire understanding of the parties, who hereby acknowledge that there have been and are no representations, warranties, covenants, or understandings other than those expressly set forth herein.

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

First Owner Signature

Poppy Jennings
First Owner Full Name

Second Owner Signature

Bobby Chung

Second Owner Full Name

This page intentionally left blank.

GENERAL INSTRUCTIONS

What is a Pet Custody Agreement?

A pet custody agreement is a contract to assign custody for a family pet. Deciding the ownership of pets when a relationship ends can be fairly tricky. This legal agreement stipulates who retains ownership of pets, which party is responsible for financial upkeep, and whether or not there will be visitation time for the non-custodial ex spouse.

Unlike child custody, many courts can't order custody of a pet during a divorce proceeding. Courts will often treat the pet as property and the person who purchased or pays the majority of the pet's upkeep would likely be given full ownership. A pet custody agreement that both parties consult on and agree to is the best way to handle a situation where both spouses want to share time with the pet.

When is a Pet Custody Agreement Needed?

A pet custody agreement can be drawn up at any time. It's best to draw up the agreement when you don't need it, as a safety precaution in case the relationship ends. After the end of a relationship it can be more difficult to agree to terms, especially if the split is less than amicable.

A pet custody agreement can be enforced at the end of a relationship. This includes a long term relationship where the couple lived together but never legally married. It also includes cases of divorce. In some circumstances, a pet custody agreement might be a good idea for long term roommates who adopt or purchase a pet together.

If both parties have grown attached to the pet, a pet custody agreement can stipulate how the time is split so that neither party has to give up total ownership.

The Consequences of Not Having One

In the event that a marriage or partnership ends with animosity, pets can sometimes get caught in the crossfire. Legally speaking, a pet is often viewed as an asset or property. Many times, spouses believe that they will retain ownership of the dog or cat, but that's not necessarily how it will work without an agreement.

Here are a few consequences that can arise with no pet

custody agreement in place:

- One spouse may demand the pet for spite.
- The family pet might be taken away from children.
- Pets may need to be put up for adoption after a divorce.
- Pets who grew up together may be separated.

The Most Common Uses

Pet custody agreements are legal documents very similar to child custody agreements. As most pet owners will tell you, their animal companions are more than property. Because each household is different, these contracts should be drawn up to best fit the specific interests of the parties and the pets involved. Often the document will include clauses about visitation or shared custody. Owners should carefully consider the pets' needs, as well as their own. Some animals do better with structure and routine, so it may not be optimal to have them moved around too often.

What Should be Included?

The following are some information that may be included:

- An **introduction** section that details the parties and the pets involved in the custody agreement.
- A **custody** section which determines the primary household where the pet resides.
- A **visitation** section which stipulates the times and days that the non-custodial pet owner would be able to visit with the pet.
- A **transportation** section where if pet owners split custody, they can include a clause dictating which owner is responsible for transporting the animal.
- A **financial responsibility** section which identifies the portion of financial responsibility each of the parties take for the cost of pet maintenance.
- A **major decisions / medical decisions** section. This clause indicates who is allowed to make major decisions for the pet in a case of medical need or emergency.
- A **limitations on transfer** section. This section would discuss whether or not either spouse can transfer ownership of the pet.

There are other clauses that you might add to this contract depending on your specific needs. Pet custody agreements should also be signed and notarized and kept on file.