

Sample Temporary Pet Guardian Contract

(This is a SAMPLE CONTRACT ONLY)

This agreement is made by and between:

PET OWNER: _____

Email Address: _____

Address

Street: _____

City, State, Zip _____

Phone: _____

And the following Temporary Pet Guardian:

Temporary Pet Guardian: _____

Email Address: _____

Address

Street: _____

City, State, Zip: _____

Phone: _____

Temporary Pet Guardian Start Date: _____

Expected End date of Temporary Pet Guardianship: _____

Whereas, Pet Owner has experienced an emergency or life obstacle that impacts the ability to keep his or her pet at the time of this contract; and

Whereas, Temporary Pet Guardian desires to provide a supportive, healthy and safe environment for each pet in his or her custody and care and assist Pet Owner and Pet 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:

Temporary Pet Guardian agrees to provide care for the following pet(s) pursuant to the terms and conditions set forth below:

Name of Pet(s): _____

Description of Pet(s): _____

Age of Pet(s): _____

Gender(s): _____

Is the Pet(s) spayed/neutered? _____

Temporary Pet Guardian has been advised of the following special needs of the pet(s):

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

- Temporary Pet Guardian agrees to provide care to the Pet(s) for the Estimated Period of needed as specified above.
- Temporary Pet Guardian agrees that he or she is temporarily caring for this animal(s) for Pet Owner, and he or she does not have any right of ownership over the Pet(s). Temporary Pet Guardian further agrees that Pet Owner's rights in and to the Pet(s) are superior to his or hers, unless and until the Pet is considered abandoned pursuant to the terms of this Contract.
- Parties agree to communicate (fill in decided upon communication plan).
- Parties have agreed that Pet Owner shall be responsible for, and shall reimburse Temporary Pet Guardian in full for the cost of:

Pet Food (Up to \$ _____) Grooming (Up to \$ _____)

Other: _____

- Please list how Pet Owner will cover expenses related to Pet(s) care: (Ex: via Paypal, Venmo, etc.) _____
- Pet Owner and Temporary Pet Guardian agree to coordinate veterinary care for the Pet(s), including payment, veterinarian of choice, and emergency care in accordance with this Contract. Temporary Pet Guardian is not responsible for veterinary costs. Temporary Pet Guardian 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 the Pet Owner, or his/her designate.
- Temporary Pet Guardian will arrange for any emergency care necessary to stabilize the pets' 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 _____. In the event that the pet should become so severely ill or injured that humane euthanasia is appropriate to eliminate or prevent suffering, and Temporary Pet Guardian is unable to reach Pet Owner to authorize euthanasia in a timely fashion, Pet Owner hereby authorizes (initial one):

_____ Temporary Pet Guardian OR
_____ (Veterinary Clinic Name) _____
to authorize humane euthanasia.

- If pet(s) is not sterilized, Temporary Pet Guardian will take all necessary precautions to prevent Pet(s) from either impregnating another animal or becoming impregnated.
- Pet Owner and Temporary Pet Guardian should notify each other if any contact information changes.
- Parties understand that because the provisions of this agreement are legally binding, any violation of this agreement could result in legal liabilities.
- Pet Owner or Point of Contact person, agrees to pick up and take possession of the Pet(s) at or prior to the end of the estimated Temporary Pet Guardianship period unless the parties extend this agreement in writing for an additional period.
- Temporary Pet Guardian will not transfer possession or custody of 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, Temporary Pet Guardian 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 Contract.
- Temporary Pet Guardian agrees to contact the Pet Owner with any and all questions or concerns about the Pet(s) and 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.
- Temporary Pet Guardian agrees to immediately return the Pet(s) to Pet Owner or to the Point of Contact person, at the request of the Pet Owner, at any time and for any reason. Temporary Pet Guardian agrees that this Pet(s) is unique and not 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. What that means is that the Pet Owner will seek return of Pet(s) not monetary damages. In the event Pet Owner is required to seek legal intervention to secure return of the Pet, Temporary Pet Guardian shall be liable for attorneys' fees and court costs.
- In the event Temporary Pet Guardian 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 the Pet Owner, the parties agree that damages for the loss of a pet(s) are difficult to estimate with certainty and in such event the parties agree that there shall be liquidated damages in the amount of _____ paid by Temporary Pet Guardian to Pet Owner in addition to attorneys' fees and costs of suit.
- Temporary Pet Guardian agrees to provide care for the Pet(s) in accordance with reasonable standards of pet care. In consideration of this service, Pet Owner waives and relinquishes all claims against Temporary Pet Guardian for accidental injury, illness or death of the Pet(s) except in cases of criminal misconduct or gross negligence on the part of Temporary Pet Guardian. Pet Owner agrees to indemnify Temporary Pet Guardian for any injury to third persons caused by the Pet(s) while in Temporary Pet Guardian's care.

