



## Pet Guardianship Agreement

In the event of my death, incapacity, or disability, I, \_\_\_\_\_, as grantor ("Grantor"), wish to provide for the care and financial support of my pet(s). My pet(s) are important members of my family, and the purpose of this Pet Guardianship Agreement ("Agreement") is to ensure they are cared for in a manner consistent with my wishes.

My pet(s) now living are listed on the attached Schedule A.

- In exchange for the compensation set forth below, the Grantor or Grantor's Personal Representative shall transfer the custody, ownership, and decision making authority of Grantor's pet(s) to the Humane Society of Tampa Bay, Inc. ("HSTB") for the rest of said pets' natural lives, with it being the intent of the Grantor, Grantor's Personal Representative, and HSTB that the pet(s) will be provided the quality care and shelter Grantor wanted for them, with good home(s) and daily interactions with persons who care about them, at practically no cost to such persons.
- HSTB will use its best efforts, in keeping with and in furtherance of this Agreement, to provide for the health, care, shelter, and support for the pet(s) for the rest of their natural lives, including but not necessarily limited to the following:
  - Locating, screening, and selecting persons to adopt the pet(s). All Adopters will undergo HSTB's standard vetting process before approval by HSTB.
  - Financial support (from Grantor's funds reserved for the pet(s) as set forth later in this Agreement) for the person(s) adopting the pets (the "Adopters") so as to pay for ordinary and necessary pet food expenses and grooming services, as well as for ordinary and necessary medical exams, vaccines, and treatment of illnesses if any such medical-related services are rendered by a non-HSTB veterinarian.
  - If the pets' medical-related services are handled by HSTB, then HSTB will provide an annual medical exam, annual vaccines, and any illness related medical treatment for the pets, provided that HSTB, in its sole opinion and discretion, believes that such medical care can be reasonably provided at HSTB. In the event such care is necessitated outside of the Tampa Bay area, HSTB will reimburse reasonable expenses for such care.
  - Pay for any registration expenses for the pets.
  - Monitoring the pets on a yearly or more frequent basis.
  - Requiring the Adopters to present proof of care for the pets annually or more often.
  - Consulting with the Adopters and providing them advice related to the ongoing care of the pet(s) when necessary or appropriate.
  - Supervising any re-adoption of the pet(s) when necessary, such as if one of the Adopters becomes incapacitated or deceased.
  - Taking such actions as HSTB, in its discretion, deems necessary or appropriate for the continued care and shelter of the pets for their natural lives. In the event the pet is seriously ill or injured, HSTB may humanely euthanize the pet.
- It is the intent of the Grantor and Grantor's Personal Representative that the compensation set forth below is to provide the long-term care and monitoring of the pet(s) as forth in this Agreement:
  - Provide HSTB with the financial wherewithal to carry out this Agreement. If the following amount is not paid by Grantor during Grantor's lifetime, then the Grantor's Personal Representative shall pay HSTB, from funds of the Grantor's Estate and/or from any trust

established by Grantor that may be liable for funding expenses and claims of the Grantor's Estate, the sum of \$\_\_\_\_\_, and such amount shall be considered and paid as an expense of administration of the Estate.

- By Grantor's signature below, Grantor acknowledges that s/he believes that these funds will provide the necessary funds for HSTB to carry out this Agreement for the remainder of the pet(s) life/lives, but if such amount winds up being insufficient to fulfill the purposes of this Agreement, Grantor acknowledges and agrees that HSTB shall have no obligation whatsoever to provide any of HSTB's own funds to continue this Agreement.
  - HSTB will use these funds in furtherance of the Agreement until exhausted by HSTB.
  - The balance of these funds remaining following the death of the last then-living adopted pet, if any, shall transfer to HSTB.
  - For the lives of the pet(s), HSTB shall segregate these funds from all other funds of HSTB, shall keep regular accounting records and provide such records to the Grantor's Personal Representative or his/her designee(s) upon their request, although the Grantor's Personal Representative shall have no duty to monitor or audit such funds or such accounting records.
  - HSTB will provide the Grantor's Personal Representative with quarterly reports of how the funds are being disbursed until the closing of the Grantor's Estate and discharge of the Grantor's Personal Representative.
  - HSTB is authorized to keep the funds in interest bearing money market or CD accounts, i.e. cash equivalency accounts.
- Adopters adopting the pet(s) of the Grantor shall be required to sign an Addendum to HSTB's standard Adoption Contract, which shall be substantially in the following form and pursuant to which the Adopters shall agree to the actions and requirements set forth in said Addendum.
  - HSTB shall not be liable for any loss, cost, damage, or expense arising out of this Agreement or related to Grantor's pet(s) that may be sustained through any error of judgment or in any other manner, except for and as a result of HSTB's own bad faith or gross negligence.

**IN WITNESS WHEREOF**, the Grantor and the Humane Society of Tampa Bay have executed this Pet Guardianship Agreement this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_, Grantor

\_\_\_\_\_, Humane Society of Tampa Bay

**[THE REMAINDER OF THIS PAGE INTENTIONALLY IS LEFT BLANK.]**

**Pet Guardianship Agreement**  
**Schedule A Pet Information**

Pet Name

Species

Breed

Date of Birth

Microchip #