



PET GUARDIAN PROGRAM ENROLLMENT AGREEMENT

I certify I am the owner of an animal companion named _____ . I wish to ensure the continued care of my pet (circle one: DOG CAT) in the event of my death or inability to care for him or her. Therefore, I wish to enter into an agreement for this purpose with the Calaveras Humane Society (“CHS”), a nonprofit animal welfare organization, by enrolling my beloved cat into their Pet Guardian Program. In doing so, it is my intention and desire that upon my death or inability to care for him or her, all my rights of ownership and physical custody of my pet will be given to CHS with the understanding that my pet will continue to receive loving care in accordance with this agreement.

In order to enroll my cat in the Calaveras Humane Society’s Pet Guardian Program, I agree as follows:

1. I have completed the pet profile form to give CHS a better understanding of my pet’s personality, lifestyle and medical history. This information will be used by CHS to help make my pet’s transition into their care as seamless and stress-free as possible. I understand it will benefit my pet for CHS to have current information in the event my pet must enter their care; therefore, I will try to provide updates of any changes to the pet profile form from time to time.
2. I understand that if my pet enters the care of CHS, he or she will be seen by a veterinarian within a reasonable period of time after arrival; however, it is my responsibility to maintain appropriate vet care for my pet while he or she is enrolled in the Pet Guardian Program. In addition, I will send CHS copies of my pet’s most recent vaccination certificates, to prevent the unnecessary duplication of vaccinations if my cat enters their care.
3. This agreement shall be considered authorization to any third party to release information to CHS as may reasonably be needed to facilitate continuity of care for my cat.
4. I will maintain a Designated Representative, who is a person having access to my home in the event of my death or disability. This individual will be responsible for immediately contacting CHS and arranging the transfer of my pet to them when necessary. In addition, my Designated Representative shall also deliver a few household items that may bring scent reassurance to my pet during this transitional time, e.g., my pet’s food bowls, beds, toys, etc.
5. If authorities are not able to contact my Designated Representative, or he or she is unable or unwilling to act immediately to ensure the well-being of my pet, I hereby give permission to CHS

to take all necessary measures to ensure my pet's care is not interrupted nor diminished in my absence. This permission includes, but is not limited to, entry into my home to provide care, arranging third-party care givers, or physically taking my pet into their custody along with some scent reassurance items as previously described. Any costs incurred by CHS to safeguard my pet when my Designated Representative fails to act may be chargeable to my estate.

6. I understand it is ultimately my responsibility to ensure that CHS receives prompt notification of my demise or disability in order for CHS to assume care of my pet as outlined under this agreement. I will post emergency contact information in a highly visible place or places in my home and will inform all appropriate persons, e.g., my Designated Representative, veterinarian, landlord or relative, of my wishes and my pet's enrollment in the program, to ensure CHS is promptly notified if the time comes for my pet to enter their care.
7. I understand there may be occasion during the period my pet is enrolled in the Pet Guardian Program, where I may be temporarily incapacitated due to a serious illness or medical emergency, but may not intend on relinquishing ownership of my pet yet. I understand CHS might be contacted about my pet's care during such an emergency, but while temporary care is outside of the scope of the Pet Guardian Program, it may be provided as a courtesy if the well-being of my pet is in question. In such case, I give permission for CHS to temporarily take my pet into their care, or enter my home to provide care until other arrangements can be made by me or my Designated Representative. In addition, if my pet is currently micro-chipped, or I plan to have this done at a later date, I may add CHS as a secondary contact in the unlikely event my pet is lost and I am not able to be reached right away. In such case, CHS may retrieve my pet and provide temporary care while I am located. If my pet incurs any expenses for any temporary care by CHS, I will reimburse CHS promptly. I agree to hold CHS and individuals acting on their behalf harmless from any liability or loss incurred trying to help me and my pet, during any temporary care situation.
8. I understand that eligibility for enrollment in the CHS Pet Guardian Program is only available to supporters of the organization. Therefore, I agree to make at least one, nonrefundable donation to CHS each year in support of their mission, in any amount I can afford, beginning on the date my pet's enrollment in the Program is accepted by CHS. I understand this enrollment period will be for one year and may renew annually on its origination date for the duration of my pet's life, provided I continue to make annual donations and honor all other terms, and CHS continues to accept the pet care obligations imposed herein. I may also end my cat's enrollment in the program at any time by providing written notice to CHS. It will be my responsibility to provide CHS with my current contact information, should this change during my pet's enrollment in the Pet Guardian Program.
9. I have made provision in my estate plan, will, trust or other funding method for an unrestricted, general bequest or donation to CHS upon my death to be used in support of and to further its mission of providing shelter and loving care for animals in Calaveras County.

10. In the event my enrolled pet predeceases me and I decide not to acquire another, this enrollment will be of no further effect. However, I may leave the inclusion of CHS in my estate plan at my option, knowing that my generosity will survive me in the future work CHS does to help other pets like my own.
11. In the event my health fails and I am no longer able to care for my pet, I may have the contemplated benefit of the Pet Guardian Program accelerated prior to my death with an advance placement option. Advance placement must be done with prior approval from CHS and shall include a donation, equivalent to the intended bequest amount, or other mutually agreeable financial arrangement, made at the time my pet is relinquished to CHS.
12. Upon my death or incapacitation, my wishes regarding the continued care of my pet, and my obligations and promises to CHS as contemplated under this agreement shall be binding upon my executors, heirs, trustees, or other legal representative or successors in interest, and shall constitute a claim against my estate. This agreement shall be governed by the laws of the State of California.
13. CHS understands how important my pet is to me and will always act with a high regard for my wishes. However, I understand there may be occasion to vary from my wishes in order to do what is in the best interest of my pet as an individual and I agree that CHS should do so. If CHS believes my pet will be happier in an individual home setting with a one-on-one guardian, CHS will endeavor to place my pet in an approved foster home based on the information provided in the pet profile form. In such case, CHS will maintain ownership of and responsibility for my pet's care for the remainder of its life. In certain circumstances, again with my pet's best interest in mind, CHS may officially adopt my pet into a new home with strict conditions for its care and follow-up contact. However, my pet's enrollment in the Pet Guardian Program will endure for its lifetime and my cat may always return to the CHS family in the event its new guardian dies or is otherwise unable to care for him or her any longer.
14. Please provide the name(s) of any other pets I own that are being enrolled in the Pet Guardian Program at this time or any already enrolled:

15. Please describe any additional care instructions to be incorporated herein:

16. My Designated Representative for the purpose of this agreement is:

Name _____

Address _____

Phone # () _____ Alternate Phone # () _____

email _____

The foregoing Pet Guardian Program Enrollment Agreement terms and conditions are hereby accepted by:

Pet Owner Signature _____

Print Name _____ Date _____

Pet Co-owner Signature _____

Print Name _____ Date _____

Accepted by the Calaveras Humane Society, by:

Signature _____ Title _____ Date _____

Disclaimer: The Calaveras Humane Society is a nonprofit animal welfare organization located in Calaveras County, California. Donations are generally tax deductible as permitted by IRS 501(c)(3) code; however, we are not legal or tax experts. If the deductibility of specific donations made through the Pet Guardian Program during your life and afterwards is important for you, please seek the advice of a professional estate planning advisor.



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