



PAWS-itive Care Agreement

Ensuring the Care of Your Pets After You're Gone

If you have pets, you want the comfort of knowing they will be cared for and loved if anything should happen to you. We strongly recommend that you please remember your pets when crafting your will. Find someone you can trust to leave them to, and talk to this person so they know your plans. If, however, you do not have anyone to leave your pets to, the Pet Alliance of Greater Orlando now offers a program called PAWS-itive Care to ensure your pet is taken care of, in their new home with a loving family, when you are gone. The Pet Alliance of Greater Orlando is a local, non-profit corporation, funded through the support of community members like you.

Please note, we will accept your pets into our shelters whether or not you are able to plan for financial support through a bequest to the agency. (If your will or trust document does not specify who will transport the pets to our agency in Central Florida, we can work with your personal representative, trustee, or other responsible party to have your pet safely transported to our shelter facilities. The cost of transport outside of the boundaries of Orange, Osceola, Brevard, Lake, and Volusia counties is the responsibility of the pet owner or his/her estate.)

If you are financially able, we suggest a minimum planned gift of \$5,000 bequeathed to the Pet Alliance of Greater Orlando to support your pets' enrollment. A planned gift can be:

- A bequest in your will or living trust;
 - Naming the Pet Alliance of Greater Orlando as beneficiary of your life insurance or qualified retirement plan;
 - Naming the Pet Alliance of Greater Orlando as the beneficiary of a "transfer on death" bank or stock account;
 - A charitable gift annuity or a charitable remainder trust.
- Required next steps for enrollment in PAWS-itive Care:
- Complete one PAWS-itive Care Enrollment Agreement for each of your pets;
 - Complete one PAWS-itive Care Pet Profile for each of your pets;
 - Mail completed documents to: Paws-itive Care, Director of Philanthropy, Pet Alliance of Greater Orlando 2727 Conroy Road, Orlando, Florida 32839.

Owner Name: (Please print) _____ Date: _____

Address: _____ City: _____

State: _____ Zip: _____ Daytime Phone: _____

Evening: _____ Cell: _____ DOB: _____

Email: _____



Owner Name: (Please print) _____ Date: _____

Address: _____ City: _____

State: _____ Zip: _____ Daytime Phone: _____

Evening: _____ Cell: _____ DOB: _____

Email: _____

I have made a bequest to the Pet Alliance of Greater Orlando in the total amount of \$ _____ for my pets. I have made this bequest in my: _____ will/trust; _____ life insurance policy; _____ bank account; _____ retirement plan; _____ stock account; _____ other

Please provide a copy of the relevant document for our records.

PET BEQUEST ENROLLMENT AGREEMENT

This Agreement is made this _____ day of _____, 20____ between _____, (hereinafter referred to as "Owner"), and Pet Alliance of Greater Orlando, a Florida non-profit corporation (hereinafter referred to as the "Pet Alliance").

RECITALS:

1. Owner wishes to provide love and care for the lifetime of the following pet (the "Pet") upon the death of Owner:

Pet Name: _____ Breed: _____ Age: _____
Color: _____ Gender: Male Neutered Female Spayed

2. Pet Alliance agrees to provide love and care for the Pet and will make every effort to place in a forever home.

WITNESSETH: That in consideration of the mutual covenants and agreements to be kept and performed on the part of the parties hereto, respectively as herein stated, the parties agree as follows:

Article 1 - TERM OF CONTRACT

- 1.1 This Agreement will become effective as of the date set forth above and will continue in effect until terminated as provided in this Agreement.



Article 2 - OBLIGATIONS OF PET ALLIANCE

2.1 **Transitional Care:** Pet Alliance agrees to accept the Pet and provide a comfortable environment at a Pet Alliance shelter facility. For the duration that the Pet is housed in a shelter facility, Pet Alliance will provide them with basic veterinary care, (tests, exams, vaccinations, microchipping, spay/neuter surgery, heartworm and flea protection, etc.), through Pet Alliance shelter clinics. Pets with special health and dietary needs will receive a medical workup to determine the best care plan for the Pet. Pet Alliance has no duty or obligation to ensure the Pet is delivered to the Pet Alliance. The obligation to deliver the Pet upon the death of Owner shall be the responsibility of Owner's agent, designee, Personal Representative or Trustee.

2.2 **Forever Care:** Pet Alliance will make every effort to place the Pet in a forever home. There is no designated time frame in which this must occur. If the Pet is not paired with a forever family, or if a placement has been unsuccessful, Pet Alliance will continue to provide for the health and well-being of the Pet at one of the shelter facilities for the duration of the placement process or the Pet's lifetime. After successful placement in a forever home, Pet Alliance staff and/or volunteers will continue to regularly connect with the Pets' new family to remain apprised of their well-being.

2.3 **Placement Procedures:** Pet Alliance will conduct placement procedures according to the Pet Alliance's adoption policy for the PAWS-itive Care program in effect at the time the Pet is delivered to the Pet Alliance. The prospective forever family will be subject to a thorough screening process, to include the execution of the Adoption Agreement, a home visit, and background screening. Pet Alliance will ensure the Pet is placed with an appropriately matched forever family who will be subject to the requirements of the Pet Alliance's adoption policy.

Article 3 - COMPENSATION

3.1 Owner agrees to pay Pet Alliance a nonrefundable \$100 registration fee. Pet Alliance suggests that Owner bequest a planned gift at a minimum of \$5,000 for the lifetime care of the Pet. However, Pets will be accepted to the PAWS-itive Care program and housed at an Pet Alliance shelter facility whether or not Owner is able to or actually does provide said planned gift to the Pet Alliance.

Article 4 - TERMINATION OF AGREEMENT

4.1 This Agreement is subject to termination upon the following events: Owner voluntarily terminates Agreement, or termination due to the death of the Pet. The reservation fee is fully earned upon acceptance of this Agreement and is nonrefundable. If Owner voluntarily terminates this Agreement, Owner is responsible to update their gift planning to reflect this change and should provide written notice to Pet Alliance.

Upon the placement of the Pet, Pet Alliance will retain the planned gift for use at any of the shelter facilities in thesis and absolute discretion of the Pet Alliance. Pet Alliance may terminate this Agreement upon 30 days written notice to Owner. In this event, the reservation fee shall be refunded in full. Upon the death of the Owner, this Agreement shall become irrevocable.



Article 5 - GENERAL PROVISIONS

5.1 This Agreement is binding upon the parties. This Agreement supersedes all prior discussions, representations, warranties and agreements of the parties, and expresses the entire agreement between Owner and Pet Alliance regarding the matters described herein.

5.2 The parties confirm that, except for that which is specifically written in this Agreement, no promises, representations or oral understandings have been made with regard to the Pet or anything else. Without limiting the generality of the foregoing, Owner acknowledges that Pet Alliance has not promised or guaranteed that the Pet will be placed in a forever home. This Agreement may be amended only by a written instrument signed by both Owner and Pet Alliance. No oral modifications or additions will be considered to be part of this Agreement unless converted to writing and signed by all parties.

5.3 Any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement will be submitted first to non-binding mediation. Each party shall be responsible for their own attorney's fees and costs. If not settled at mediation, the dispute will be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the arbitration award may be entered in any court of competent jurisdiction. Attorney's fees and costs will be awarded by the Arbitrator.

5.4 This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

The remainder of this page is intentionally left blank. The next page is the signature page.



PET ALLIANCE
of Greater Orlando
WE SPEAK. WE HEAL. WE CARE.

I, _____ (name/s) am the legal owner of the Pet listed above. It is my desire, and by my signature, my authorization to relinquish permanent custody of the Pet to the Pet Alliance of Greater Orlando, a Florida non-profit corporation, its successors or assigns, in the event of my death.

Executed this _____ day of _____, 20 _____.

Pet Alliance Representative

Witness

Pet Alliance Representative Print Name

Witness Print Name

Owner

Witness

Owner Print Name

Witness Print Name

Owner

Witness

Owner Print Name

Witness Print Name

STATE OF _____)

COUNTY OF _____)

)

)

)

ss.

The foregoing instrument was acknowledged before me on this _____ day of _____ 20_____

_____, who is/are personally known to me, or have produced _____ as identification.

Notary Public