



## PET SAFE - PET TRUST PROGRAM ENROLLMENT AGREEMENT

This Pet Safe - Pet Trust Program Enrollment Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_, (hereinafter referred to as “Owner”), and Charleston Animal Society, a South Carolina non-profit corporation (hereinafter referred to as “CAS”, and collectively with Owner, the “Parties”).

### RECITALS:

A. Owner wishes to ensure the provision of love and care for the lifetime of the following pet (the “Pet”) upon the incapacity or death of Owner:

Pet Name: \_\_\_\_\_ Breed: \_\_\_\_\_ Age: \_\_\_\_\_ Color: \_\_\_\_\_  
Gender: \_\_\_\_\_ Male \_\_\_\_\_ Neutered \_\_\_\_\_ Female \_\_\_\_\_ Spayed

CAS agrees to accept the Pet into the CAS shelter facility to provide love and care for the Pet while there and CAS will make every effort to place the Pet in an appropriate loving home.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

### Article 1 TERM OF CONTRACT

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

### Article 2 OBLIGATIONS OF CAS

2.1 **Delivery of Pet:** CAS has no duty or obligation to ensure the Pet is delivered to CAS. The obligation to deliver the Pet upon the incapacity or death of Owner shall be the responsibility of Owner's designee, Agent, Personal Representative or Trustee.

2.2 **Transitional Care:** CAS agrees to accept the Pet and provide a suitable and comfortable environment at the CAS shelter facility in its sole discretion. For the duration that the Pet is housed in a CAS shelter facility, CAS will provide the Pet with basic routine veterinary care as it deems appropriate in its sole discretion, (including but not limited to: tests, exams,

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vaccinations, microchipping, spay/neuter surgery, heartworm and flea protection), through CAS shelter clinics. Any Pet with a special health and/or dietary need as determined by the CAS in its sole discretion will receive a medical workup to determine the best care plan for the Pet.

2.3 **Ongoing Care:** CAS will make reasonable efforts to place the Pet in an appropriate home; however, CAS does not promise or guarantee such placement for the Pet. There is no designated time frame in which this must occur. If the Pet is not paired with an adopting or foster family, or if a placement has been unsuccessful, CAS will continue to provide for the health and well-being of the Pet at the CAS shelter facility for the duration of the placement process or as long as the Pet remains medically and behaviorally sound to adoption standards, whichever is longest, and at the CAS's sole discretion. After successful placement of the Pet in an appropriate home, CAS will continue to regularly connect with the Pet's new family to remain apprised of the Pet's well-being.

2.4 **Placement Procedures:** CAS will conduct placement procedures in accordance with the CAS's adoption policy for the *Pet Safe - Pet Trust Program* in effect at the time the Pet is delivered to the CAS. The prospective adopting family will be subject to a thorough screening process, which may include the execution of the Adoption Agreement, a home visit, and background screening. CAS will ensure the Pet is placed with an appropriately matched adopting family who will be subject to the requirements of the CAS's adoption policy.

### **Article 3 COMPENSATION**

3.1 **Reservation Fee:** Upon execution of this Agreement, Owner shall pay to CAS a Reservation Fee in the amount of Two Hundred Fifty Dollars US (\$250). The Reservation Fee is fully earned upon acceptance of this Agreement and, except as noted in Article 4 herein below, is nonrefundable.

3.2 **Bequest:** CAS suggests that Owner bequest a planned gift at a minimum of \$5,000 for the lifetime care of the Pet. Evidence of that gift in the form of a codicil or will is attached to this agreement.

3.3 **Remainder:** Upon placement of the Pet in a forever home, CAS will retain the remaining balance of the planned gift to be used for the general purposes of CAS in the absolute discretion of CAS.

### **Article 4 TERMINATION OF AGREEMENT**

4.1 **By Owner:** This Agreement is subject to termination by Owner upon the following events:

- a. Owner voluntarily terminates Agreement; or
- b. the Pet dies.

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If Owner voluntarily terminates this Agreement during Pet's lifetime, Owner is responsible to update Owner's gift planning to reflect this change. In order for the Owner's termination to be effective, such termination must be made in writing and delivered to the SMVHS.

4.2 **By CAS:** This Agreement is subject to termination by CAS upon written notice of termination of this Agreement from CAS delivered to Owner not less than thirty (30) days prior to the termination date indicated in the written notice; in which event CAS shall refund the Reservation Fee in full to Owner. However, in the event written notice is sent and Owner is determined to be incapacitated or dies before delivery is effective, then this Agreement shall become irrevocable upon Owner's date of the declaration of Owner's incapacity or on the date of Owner's death, as appropriate.

4.3 **Restrictions on Revocation and Termination:** This Agreement shall become irrevocable upon the date Owner becomes incapacitated to the extent Owner is unable to appropriately care for Owner's pet or on the date of death of the Owner. For purposes of this Agreement, "incapacitated" shall mean that in the opinion of a physician who is licensed in the State of South Carolina who is a specialist in psychiatry, physician, or a psychologist, the Owner is unable to give an informed consent.

## **Article 5 GENERAL PROVISIONS**

5.1 **Binding Agreement:** This Agreement is binding upon the Parties, their heirs, assigns and successors.

5.2 **Entire Agreement:** This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those expressly contained herein.

5.3 **Amendment:** This Agreement may be amended only by a written instrument signed by both Owner and CAS. No oral modifications or additions will be considered to be part of this Agreement unless converted to writing and signed by all Parties.

5.4 **Assignment:** Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

5.5 **Default:** If either Party fails to comply with the terms of this Agreement, such failure shall be deemed a default, and the non-defaulting Party shall have all rights and remedies available in law or in equity.

5.6 **Controversy:** Neither Party may file a claim against the other without first participating in good faith in mediation with a trained and neutral mediator. The Parties shall share the expenses of mediation, except that shared expenses shall not include the cost incurred by a Party for presentation before the mediator or representation by an attorney at the mediations, if such representation is desired. If not settled at mediation, the dispute will be settled by

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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 to the prevailing party.

5.7 **No Third Party Rights.** The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third Party beneficiary or other person, agency or organization.

5.8 **Severability Clause:** If any part of this Agreement is held to be illegal, invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect with those offending portions omitted.

5.9 **Governing Law and Venue:** This Agreement shall be governed and interpreted by the laws of the State of South Carolina. The venue for any judicial actions regarding the terms of this Agreement shall be the County Court of Charleston County, South Carolina.

IN WITNESS WHEREOF, the Parties execute this Agreement: \_\_\_\_\_

By signing below, Owner declares that Owner is the legal owner of the Pet listed above. It is Owner's desire to authorize relinquishment of permanent custody of the Pet to the CAS its successors or assigns, in the event of Owner's incapacity or death.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Name Printed

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Name Printed

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, as Owner, and \_\_\_\_\_, as Witness, whom I know personally to be the persons who signed the above document or whose identities were proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this document, and who acknowledged that they signed the above document.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

