**PET SHARING AGREEMENT TEMPLATE**

This Pet Sharing Agreement is meant to provide comprehensive options for **DOG** owners, and many of the terms are not applicable or appropriate in every circumstance. Be mindful not to suggest or include unnecessary clauses in the Pet Sharing Agreement. Additionally, if family violence is present in your relationship, be cautious about the continued sharing of a companion pet. For couples who have a low degree of conflict and a high degree of trust, the Pet Sharing Agreement need not be as detailed as this template.

This Pet Sharing Agreement has been drafted as a standalone enforceable agreement. Parties can also include these terms in their Separation Agreement if that is desirable.

Remember to remove all the shaded areas in your final document.



*Rosie & Lenny 2024*

*Cautionary Note: This Pet Sharing Agreement has been designed for the benefit of dogs residing in BC.. Please bear in mind that shifting a cat 🐈 from house to house is usually NOT in their best interests.*

﻿*Thanks to the following pet lovers who provided input in drafting this template: Kaitlyn Hill, Michelle Ross, Mattew Ostrow, Anna Silver, Stephanie Ovens, Trudy Hopman, & Marco Francesco Abruzzi-Lilliu*

*Thanks*

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**DISCLAIMER**

**PLEASE READ THIS BEFORE USING THIS AGREEMENT**

***This general agreement is not meant to replace independent legal advice, and it is recommended that parties seek independent legal advice before signing a legal document such as this.*** *This Pet Sharing Agreement is provided for general purposes and pertains to people and animals in B.C.* ***It is not intended as legal advice, nor does it create a legal relationship with the creators.*** *It is recommended that you consult with a lawyer to ensure that the agreement complies with your particular situation and meets your specific needs and that of your companion animal.*

*We have strived to create a general agreement to help B.C. families, one that accounts for the “****Best Interests of All Concerned****” standard—ie. the children (if any), the companion animal and the spouses.*

***By using this Agreement, you acknowledge that the creators of this document are not responsible in any way for any legal issues, financial damages, disputes, or outcomes arising from its use.***

*The Agreement is not intended to cover all potential situations, and you should tailor it to your specific circumstances. Always consider professional legal counsel to address your unique requirements.* You are fully responsible for understanding the implications of this document and ensuring its suitability for your particular needs.

**PET SHARING AGREEMENT dated (MONTH), (DATE) (YEAR)**

 **BETWEEN**:

**OWNER’S FULL LEGAL NAME**

(“Owner’s Name”)

 **AND:**

**OWNER’S FULL LEGAL NAME**

(“Owner’s Name”)

**RECITALS**:

1. Owner 1 and Owner 1 are the joint owners of Lenny, a Lagotto Romagnolo born, July 30, 2020 (“Lenny”). (Use replace all in the document with the name of your pet)
2. Lenny’s relevant information is as follows: (Include any of the following information)

Dog Name:

Adoption Date:

Microchip number:

Veterinarian Name and Address:

Licence Number and City of Licence:

Diet:

Medication:

Age:

Breed:

Colour:

Weight:

Height:

Any Prior Legal Infractions:

CKC registration number if any:

1. Lenny is a companion animal pursuant to section 92 of the *Family Law Act*.

Note to Draft: The BC *Family Law Act* only applies to separating or divorcing spouses so pet owners that are not spouses (i.e. have been living together less than two years) should get legal advice on which terms to include in their Pet Sharing Agreement.

1. Owner 1 and Owner 2 are separating, and they wish to continue to jointly own Lenny pursuant to the terms of this Pet Sharing Agreement (the “Agreement”).
2. Owner 1 and Owner 2 agree to put aside their own differences to optimize Lenny’s health, welfare and happiness for the rest of Lenny’s life.
3. Owner 1 and Owner 2 are committed to working towards what is in the “Best Interest for All Concerned” for the whole family including Lenny, other household pets and any children.
4. This Pet Sharing Agreement addresses the following:
	1. joint ownership of Lenny;
	2. jurisdiction for purposes of enforcement;
	3. sharing of Lenny’s time;
	4. payment of Lenny’s expenses; and
	5. decision making with respect to Lenny’s health;

**THEREFORE,** **OWNER 1 AND OWNER 2 AGREE TO THE FOLLOWING:**

**JOINT OWNERSHIP**

1. Owner 1 and Owner 2 will equally share ownership of Lenny.
2. Neither Owner 2 nor Owner 1 can transfer their ownership rights to Lenny to any other person.
3. If either Owner 2 or Owner 1 die during Lenny’s life, the surviving party will become the sole owner of Lenny. If both parties die, then Lenny will become the property of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(insert name).
4. Lenny will be licensed through the District of \_\_\_\_\_\_, and Owner X will ensure that Lenny’s licensing is up to date each year. If Lenny resides in two districts, he is to be licenced in both annually.

**ENFORCIBILITY AND JURISDICTION**

1. The laws of British Columbia applies to this Agreement.
2. This Agreement is enforceable by the ***British Columbia Supreme Court*** (the “BCSC”) OR ***the British Columbia Provincial Court*** (the “BCPC”) (pick one) as an Agreement pursuant to section 92 of *the Family Law Act*.
3. The joint ownership of Lenny is enforceable by the BCSC or BCPC (pick one) pursuant to the *Family Law Act*.

Note to Draft: Owners need to elect either Supreme Court or Provincial Court. Neither court can make an order that spouses share possession or own the animal jointly.

**JOINT DECISION-MAKING RESPONSIBILITY**

1. Owner 2 and Owner 1 will share decision-making responsibility for Lenny, with respect to any significant decisions impacting Lenny, including but not limited to any health-related decisions and where Lenny will live.
2. When Lenny is in a party’s care, that party will be responsible for making day-to-day decisions affecting Lenny, provided that each party will advise the other of any matter of significant nature affecting Lenny’s health, well being or general welfare.

**LENNY’S SCHEDULE**

***Option 1: Simple Terms***

1. Owner 1 and Owner 1 will share Lenny equally by agreement (the “Shared Schedule”).
2. Lenny will reside with Owner 1 and Owner 2 pursuant to the following schedule: \_\_\_\_\_ (the “Shared Schedule”).

***Option 2: Same as Children***

1. Lenny will follow the same schedule that Owner 1 and Owner 2’s children follow such that Lenny will transition between the parties home on the same schedule that the children have, unless otherwise agreed in writing (the “Shared Schedule”).
2. If the children’s schedule changes, Lenny’s schedule will also change such that the party who has the Children will always have Lenny, unless otherwise agreed in writing.

***Option 3: Week on Week off or Two Week on Two Week Off***

1. Commencing \_\_\_\_\_\_\_, Lenny will reside with Owner 2 and Owner 1 pursuant to a week-on week-off rotating schedule, with the transition to be on Friday of each week at approximately \_\_\_\_a.m./p.m. (the “Shared Schedule”).
2. Commencing \_\_\_\_\_\_\_, Lenny will reside with Owner 2 and Owner 1 pursuant to a two week-on two week-off rotating schedule, with the transition to be on Friday every two weeks at approximately \_\_\_\_a.m./p.m. (the “Shared Schedule”).

**Victoria’s Shroff’s advice**: If Lenny is not following the schedule of the children, every 2 to 3 weeks would be better than week on week off.

***Option 4: Month on Month off***

1. Commencing \_\_\_\_\_\_, Lenny will reside with Owner 2 and Owner 1 pursuant to a month-on month-off rotating schedule, with the transition to be on last day of each month (the “Shared Schedule”).

***Option 5: One party has primary time with Lenny***

1. Lenny will reside primarily with Owner 2 and Owner 1 will have Lenny in his care at the following times:
	1. from X to X;
	2. from X to X; and
	3. any other mutually agreed times

(the “Shared Schedule”).

**TRANSPORTING LENNY**

1. For transitions, the party who has Lenny in their care the night before the transition will be responsible for safely and securely dropping Lenny off at the other party’s home.

OR

1. For transitions, the party who does not have Lenny in their care the night before the transition will be responsible for picking Lenny up from the other party’s home (the “On-Duty Party”).

OR

1. Owner 1 and Owner 2 will share responsibility for transporting Lenny between homes by agreement.

**RELOCATION**

1. Owner 1 and Owner 2 agree that for so long as they share ownership of Lenny, they will live within \_\_\_\_ km of their residences. It If either party moves further than \_\_\_\_ km from the other, then the sharing of Lenny will be reviewed

**CHANGES TO THE SCHEDULE**

1. Owner 1 and Owner 2 may modify the Shared Schedule on occasion to accommodate special circumstances and requests. Requests should be made with at least 3 days notice. If either party requests a reasonable change to the Shared Schedule, the other party will make best efforts to accommodate the request and will not unreasonably withhold their consent.

**RIGHT OF FIRST REFUSAL**

1. If the On-Duty Party (the party who has Lenny is their care) is unable to care for Lenny during their time for a period that extends over 24 hours, the On-Duty Party will give the Off-Duty Party reasonable notice (defined as a minimum of 72 hours) and the first option to care for Lenny before arranging third party care. If the Off-Duty Party is unable to care for Lenny, the On-Duty Party will be solely responsible for finding safe alternative care.

**FOOD**

1. Owner 1 and Owner 2 will continue to feed Lenny the diet set out in Recital B.

**PROHIBITED CONDUCT**

1. Owner 1 and Owner 2 will not expose Lenny to any of the following:
2. any corporal or physical punishment;
3. any shock collars, or any similar devices;
4. any coercive controlling discipline;
5. any verbal abuse; or
6. exposure to violence, threats of violence or threats of or actual cruelty.

**VETERINARY**

1. Unless otherwise agreed, Lenny’s veterinarian will be \_\_\_\_\_\_\_\_\_ and both parties will be listed on Lenny’s veterinary records.
2. Owner 1 and Owner 2 agree to have Lenny neutered by \_\_\_\_\_\_\_\_.
3. Owner X will be responsible for keeping track and making routine health care and annual vaccination appointments for Lenny.
4. Lenny will attend his veterinarian yearly on \_\_\_\_\_\_\_\_. Whoever has Lenny in their custody on that date will ensure that an appointment is made and Lenny is examined.
5. If a medical emergency arises with Lenny, each party will inform the other immediately. The party who has Lenny in their care will may make immediate emergency life threatening decisions if they cannot reach the other party despite making reasonable efforts to do so, provided that neither party will incur a veterinary cost of more than $\_\_\_\_ without the other party’s consent.
6. In the event that the parties cannot agree upon any medical issue relating to Lenny, they will be guided by the advice of Lenny’s veterinarian.
7. If Owner 1 and Owner 2 cannot agree on any issues related to Lenny’s medical care, then Owner 2 will have the right to make such decision, provided that Owner 2 will be solely responsible for any medical costs incurred for such care that Owner 1 does not otherwise agree is appropriate.

**Note to Draft:** This term gives one party final say, remove if you don’t want this to apply.

**SHARING OF EXPENSES**

1. Each party will be responsible for payment of expenses related to Lenny’s food and toys, enrichment, day care, and grooming costs while he is in that party’s care.
2. Commencing \_\_\_\_\_\_, 202\_\_, Owner 1 and Owner 2 will share the following expenses for Lenny equally:
3. Lenny’s veterinary costs, provided that neither party will incur a veterinary cost for Lenny for an amount in excess of $\_\_\_\_ without obtaining the prior written consent of the other party, which may include email;
4. the cost to have Lenny licensed through the District \_\_\_\_\_;
5. \_\_\_\_\_ Pet Insurance Premiums of approximately $\_\_\_ per month as provided for below; and
6. any other mutually agreed expenses.

(“Lenny’s Expenses”).

1. Except as otherwise set out herein, Owner 1 and Owner 2 will perform an accounting each month to ensure that they have each paid their share of Lenny’s Expenses. For the purposes of this accounting, Owner 1 and Owner 2 will provide each other with a receipt or other documentary proof of each expense. The party who owes money to the other will pay the amount owing within 14 days after the parties complete the accounting.
2. Unless otherwise agreed in writing, each party will pay for any costs for dog walking, dog daycare or boarding incurred when Lenny is in their care.

**PET INSURANCE**

1. Unless otherwise agreed, Owner 1 and Owner 2 will continue to maintain Lenny on \_\_\_\_\_ Pet Insurance (the “Pet Insurance”).

OR

1. Owner 2 will continue to maintain Lenny’s pet insurance through \_\_\_\_\_\_(the “Pet Insurance”).
2. Commencing \_\_\_\_\_\_\_\_, 2024, Owner 1 and Owner 2 will equally share the monthly premiums on the Pet Insurance.
3. Owner 1 and Owner 2 may mutually agree not to purchase pet insurance for Lenny or cancel Lenny’s current pet insurance.

**LENNY’S BIRTHDAY OR ADOPTION ANNIVERSARY**

1. Owner 1 and Owner 2 will alternate having Lenny on his birthday and/or adoption anniversary.
2. Lenny will be with the party who has the Children on Lenny’s birthday and/or adoption anniversary.

**LENNY’S END OF LIFE PROTOCAL**

1. Neither party will euthanize Lenny without the other party’s consent.
2. If Lenny is diagnosed with a terminal illness, Owner 2 and Owner 1 will make joint decisions regarding his care and if the decision is made to euthanize Lenny, Owner 2 and Owner 1 will each be able to be present for the procedure.
3. Owner 2 and Owner 1 will make a joint decision regarding what to do with Lenny’s remains.

**COMPLIANCE WITH THE LAW**

1. Owner 2 and Owner 1 agree to comply with all bylaws and provincial laws concerning dogs including leashing, poop pick up, muzzling as required.
2. If Lenny is ever deemed responsible for an act that results in a financial obligation, Owner 2 and Owner 1 agree to be responsible for any financial obligation resulting from the act equally.
3. If Lenny is ever labelled a dangerous or vicious dog, and additional insurance or legal costs are required or incurred, then Owner 1 and Owner 2 agree to share any additional costs equally.

**VARIATION OF AGREEMENT**

1. Owner 1 and Owner 2 may vary this Agreement only by a written agreement executed in the same manner as this Agreement.

**REVIEW OF LENNY’S SCHEDULE**

1. Owner 1 and Owner 2 will review the Shared Schedule;
2. at the request of either party, provided that they will not review it more than once a year; or
3. in the month of \_\_\_\_ each year; and
4. if at any time, Lenny’s veterinarian suggests that the sharing of Lenny is not working Lenny’s best interest.
5. If at the review, the parties are unable to agree on a new schedule, the Shared Schedule will remain in place.

OR

1. If after the review the parties are unable to agree on a new schedule, they will resolve the issue pursuant to the Dispute Resolution section of this Agreement.

**DISPUTE RESOLUTION**

1. If there is a dispute regarding this Agreement, the operative terms of this Agreement will remain in full force and effect until there is a resolution by written agreement or a court order.
2. The parties will make best efforts to resolve any dispute concerning Lenny in an amicable and non-adversarial way, by having a joint discussion.

The following are the options that you may include under this section – you will need to select the option that works best for both parties.

Joint Expert

1. If the parties cannot agree on any significant issue, after making their best efforts, they will retain a joint expert, such as Victoria Shroff, KC, or their veterinarian, or such other expert as they mutually agree, to make recommendations with respect to the issue. The parties will share the cost of the expert equally

Mediation

1. Except as otherwise provided for herein, if a dispute arises relating to any term of this Agreement, Owner 1 and Owner 2 will use their best efforts to resolve the dispute through negotiation and if an agreement is not reached in whole or in part, then the parties will attempt to resolve the dispute through mediation before taking court proceedings. Owner 1 and Owner 2 will share the mediator’s costs equally.

Mediation/Arbitration

1. If at the review of Lenny’s schedule, the parties are unable to agree on a new schedule, they will participate in mediation-arbitration with a qualified family law mediator/arbitrator, with the mediator/arbitrator’s costs to be shared equally. The Arbitrator has jurisdiction to make a binding Award that Lenny continued to be shared, be shared in some other way other than set out in the Shared Parenting Schedule or be owned by one of the parties. Parties agree to be bound by the finding of the Mediator or Arbitrator.
2. Except as otherwise provided for herein, if a dispute arises relating to any term of this Agreement, Owner 1 and Owner 2 will use their best efforts to resolve the dispute through negotiation and if an agreement is not reached in whole or in part, then the parties participate in mediation-arbitration with a qualified family law mediator/arbitrator, with the mediator/arbitrator’s costs to be shared equally.
3. The parties agree to be bound by the findings of the Arbitrator.

Court

1. If at the review of Lenny’s schedule, the parties are unable to agree on a new schedule, either party may apply to court.

**ACKNOWLEDGEMENTS AND RELEASES**

1. This Agreement is a full and final settlement of all issues with respect to the joint ownership and sharing of Lenny for the rest of Lenny’s life.
2. Owner 1 and Owner 2 have each received thorough, independent legal advice with respect to the legal effect of this Agreement.

OR

1. Owner 1 and Owner 2 have each waived their right to independent legal advice and they will not ever use the lack of independent legal advice to try and overturn this Agreement.

**LEGAL COSTS AND EXECUTION**

1. Owner 1 and Owner 2 will each pay their own legal costs, if any, incurred during the negotiation, settlement, and completion of this Agreement

***Remainder of page intentionally left blank***

1. This Agreement may be signed in counterparts and/or electronically, each counterpart which will be deemed to be an original, but all of which, taken together, will constitute one and the same Agreement.

**THIS PET SHARING AGREEMENT IS ACCEPTED AND AGREED TO BY:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Month \_\_\_, 202\_

**OWNER’S FULL LEGAL NAME** Date

Witnessed by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF WITNESS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Month \_\_\_, 202\_

**OWNER’S FULL LEGAL NAME** Date

Witnessed by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF WITNESS