

WAYSIDE WAIFS, INC.

PET CARE AGREEMENT

THIS PET CARE AGREEMENT entered into on this ____ day of _____ 20____, by and between Wayside Waifs, Inc., a Missouri Not-For-Profit Corporation (hereinafter referred to as “Wayside”) and _____ and _____, presently residing at _____, _____ (hereinafter referred to [**collectively**] as the “Donor”).

WITNESSETH:

WHEREAS, Wayside is a humane society and animal welfare organization and operates an animal shelter, and

WHEREAS, Wayside has established a Pet Care Program for the care of Pet(s) needing and/or seeking continuous personal and medical care when their owners are unable to provide such continuous care, and

WHEREAS, the Donor wishes to provide for the love and the care of Donor’s Pet(s) (the “Pet(s)”) in the event the Donor is unable to do so and also wishes to provide financial support for Wayside and its Pet Care Program.

NOW, THEREFORE, in consideration of the mutual covenants, it is hereby set forth and agreed by and between Wayside and the Donor as follows:

FIRST: THE DONOR’S PET(S). The Donor has provided Wayside with a fully completed questionnaire regarding the Donor’s Pet(s), which such questionnaire is attached hereto as Exhibit A. Subject to the terms of this Agreement and the consent of Wayside, Donor reserves the right to substitute, add or remove the Pet(s) that are subject to the terms of this Agreement; provided, however, in the event of any such additions, removal or substitutions, the Donor shall provide Wayside with a completed questionnaire regarding any such Pet(s) as set forth in this Paragraph First.

SECOND: TRANSFER OF PET(S). Upon the event that the Donor is no longer able to care for the Pet(s) or upon the death of the Donor (or if more than one Donor, the survivor of the Donors), the Donor or an authorized agent acting on behalf of the Donor shall promptly notify Wayside of such occurrence and shall deliver the Pet(s) to Wayside. The Donor or their estate is responsible for transportation costs.

THIRD: GIFT BY DONOR. [please contact us to discuss; we request that at least \$10,000 per pet be set aside in your estate plan]

FOURTH: WAYSIDE’S CARE OF PET(S). Wayside agrees that upon its receipt of the latter of 1) the Gift; and 2) delivery of the Pet(s), it shall assume the following responsibilities:

1. For purposes of this Paragraph Fourth, the individual having custody of the Pet(s) shall be referred to as the “Custodian”.
2. If the Donor has designated an individual on the attached Exhibit A to serve as Custodian of the Pet(s), Wayside shall deliver custody of the

Pet(s) to such individual within a reasonable time after the Pet(s) are delivered to it.

3. If the Donor has not designated an individual to serve as Custodian or if such individual (and any designated backup) is unable to serve, Wayside will use its best efforts to place the Pet(s) in a suitable living environment, which may include placement in foster care or adoption.
4. If the Pet(s) is adopted, or living with a Custodian designated by the Donor, Wayside will periodically monitor the shelter, care, and comfort of the Pet(s), including proper health, nutrition, exercise, attention and affection for a period of up to five (5) years after the adoption. Wayside will also provide a health insurance policy of its choosing to the adopter for the Pet(s) which will insure standard health care coverage for the Pet(s) for the Pet(s) lifetime.
5. During any time that 1) the Pet(s) is not adopted but is placed in foster care; or 2) the Pet(s) is living at Wayside, Wayside agrees to the following:
 - i. Wayside will use the income and principal from the Gift for the Pet(s)' general care and welfare, including but not limited to:
 1. Routine veterinary expenses, including annual visits, vaccinations and expenses for illnesses or surgery. Wayside would assist in making referrals to specialist veterinarians if such service is needed but would not cover the cost of specialist veterinary services
 2. Pet food, including treats, and pet supplies, including bedding, toys, leashes and collars.
 3. Grooming and boarding.
 4. Transportation and travel accommodations for the Pet(s) to travel with the Pet's Custodian.
 - ii. Such expenses will be paid by Wayside as Wayside shall determine in its sole discretion after consultation with the Custodian, if any. Wayside may pay amounts directly to the Custodian for the Pet(s)' benefit or may pay expenses directly, as Wayside shall determine in its sole discretion.
 - iii. Wayside will periodically monitor the shelter, care, and comfort of the Pet(s), including proper health, nutrition, exercise, attention and affection.
 - iv. Wayside, in its sole discretion, will make end of life decisions for the Pet(s) based on consultation with two independent veterinarians and the Pet(s)' Custodian, if any.

6. Wayside agrees that during anytime that Wayside has knowledge that the Pet is not adopted, living in foster care or living with a designated Custodian, the Pet may live at Wayside in its shelter.
7. Wayside may, in its sole discretion, require an identification method for the Pet(s) and may direct the best manner for continued identification of the Pet(s) which may include requiring the Pet(s) to be microchipped, tattooed or any other reasonable method of identification.
8. The Donor authorizes Wayside to make any and all decisions regarding the care and placement of the Pet(s).

FIFTH: OTHER USE OF FUNDS. The parties agree that the Gift shall become part of the general assets of Wayside and shall be used to fund Wayside's obligations under this Agreement. To the extent the Gift is not used for such purpose, it shall be used in the memory of the Pet(s) for the general charitable purposes of Wayside as Wayside, in its sole discretion, shall determine.

SIXTH: CONDITION PRECEDENT. The delivery of the Gift and the delivery of the Pet(s) shall be conditions precedent to the obligations of Wayside under this Agreement. In the event the conditions of the terms of Paragraph Second and Third are not met, this Agreement shall be null and void.

SEVENTH: SUBSTITUTION OF PET(S). In the event of the death of the Pet(s) prior to the operation of this Agreement, the Donor shall notify Wayside within a reasonable period of time. If the Donor wishes to substitute another animal for the designated Pet(s), the Donor shall notify Wayside and, upon the consent of Wayside, such other animals shall be substituted for the Pets under the terms of this Agreement.

EIGHTH: IRREVOCABLE GIFT. Any lifetime gift or bequest transferred to Wayside pursuant to this Agreement shall be irrevocable and may not be refunded to the Donor, the Donor's estate or any other party.

NINTH: TAX CONSIDERATIONS. The Donor acknowledges that Wayside makes no representation as to the tax consequences of the arrangement under this Agreement and that the Donor has not received tax or estate planning advice from Wayside. The Donor acknowledges that Wayside has recommended to the Donor that the Donor consult his or her own advisors prior to entering into this Agreement.

TENTH: APPLICABLE LAW. This Agreement will be governed by and interpreted under Missouri law as it applies to contracts entered into and performed wholly within Missouri, without giving effect to its principles of conflict of laws.

ELEVENTH: ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding of the parties with respect to the transactions contemplated under this Agreement and supersedes all prior agreements, arrangements and understandings of the parties, whether written or verbal, with respect to the subject matter of this Agreement. This Agreement may not be amended, supplemented or otherwise modified (including any waiver of a right, power or privilege) except by a written agreement executed by Wayside and the Donor. Neither any failure nor any

delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

TWELFTH: BINDING AGREEMENT. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of Wayside and the Donor. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement.

THIRTEENTH: VALIDITY. If a court of competent jurisdiction holds any provision of this Agreement to be invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held to be invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held to be invalid or unenforceable.

FOURTEENTH: HEADINGS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute the same agreement. The headings of the sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. Signatures of the parties transmitted by facsimile will be deemed their original signatures for all purposes.

FIFTEENTH: WAIVER AND RELEASE. Donor, individually and on behalf of Donor's agents, heirs, successors, assigns, executor(s), trustee(s) and legal representatives do hereby waive the right to any and all actions, causes of action, claims and demands of any character or type against Wayside, its officers, employees, and agents for damages arising from all injuries or damages which may be sustained by the Pet(s) and/or by any person(s) or property arising out of or occasioned by the acts or omissions of Wayside. Donor, individually and on behalf of Donor's agents, heirs, successors, assigns, executor(s), trustee(s) and legal representatives hereby indemnifies, holds harmless, releases and discharges Wayside from any and all liabilities, actions, causes of action, demands, damages or suits of any kind, losses, claims, costs and expenses, including reasonable attorney's fees, whether known or unknown, existing or to arise in the future, whether or not well founded in fact or in law, whether in law or in equity, whether direct or indirect, contingent or consequential, incurred or suffered by Wayside in connection with or arising out of or attributable to, directly or indirectly, any action, suit, in connection with Wayside's performance under this Agreement and the claims, in connection with any matter which is the subject of this Agreement, of any individual or entity who is not a party to this Agreement or upon whom this Agreement may not be binding.

This Pet Care Agreement signed the day and year first above written.

DATE

SIGNATURE OF DONOR

DATE

SIGNATURE OF DONOR

DATE

WAYSIDE WAIFS, INC.

by: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

I HEREBY CERTIFY that on this _____ day of _____, 20__, before me, the subscriber, a Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the foregoing instrument was executed by _____, for the purposes therein contained.

WITNESS my hand and notarial seal.

Dated: _____, 20__

Notary Public

My Commission Expires: _____

STATE OF _____)
)
COUNTY OF _____)

I HEREBY CERTIFY that on this _____ day of _____, 20__, before me, the subscriber, a Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that the foregoing instrument was executed by _____, for the purposes therein contained.

WITNESS my hand and notarial seal.

Dated: _____, 20__

Notary Public

My Commission Expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I HEREBY CERTIFY that on this _____ day of _____, 20__, before me, the undersigned Notary Public, personally appeared _____, a _____ of WAYSIDE WAIFS, INC., and, being authorized to do so, acknowledged that the foregoing instrument was signed on behalf of WAYSIDE WAIFS, INC., for the purposes therein contained.

WITNESS my hand and notarial seal.

Dated: _____, 20__

Notary Public

My Commission Expires: _____



Providing for Your Pet's Future

You've always met your pet's needs for shelter, food and water, medical care and love. This information sheet will help you plan for your beloved pet if you can no longer provide care.

Pet Information:

Pet's Name: _____ Sex (Male/Female): _____

Date of Birth: _____ Type (Cat, Dog, Bird): _____

Breed: _____

Veterinarian Name: _____ Address _____ Phone _____

City _____ State _____ Zip _____

Identifying Marks (microchip, tattoo, unique coloring, scars, etc.):

Medical History (any specific information about the pet's medical history that is unusual):

Special Needs (any special dietary requirements, exercise routines, or medical care):

Behavioral Habits (anything unique about your pet's behavior):

Where is your pet's medical history located? _____

What brand & type of food do you feed this pet? _____

Medications and supplements for this pet:

Should this pet die, how do you want the remains cared for?

- Burial
 Cremation
 Local Pet Cemetery (name) _____
 Caregiver can determine

I would like to allocate \$_____ for the cost of caring for my pet's remains. (You may want to include an allowance for any special markers, urns or caskets in this amount).

Caregiver Information

Please list a minimum of two caregivers who have agreed to be responsible for your pets should anything happen to you. Caregivers will be responsible for the day-to-day care of your pets.

Primary Caregiver _____
Address _____ City _____ State _____ Zip _____
Phone _____ Cell Phone _____ E-mail _____

Alternate Caregiver #1 _____
Address _____ City _____ State _____ Zip _____
Phone _____ Cell Phone _____ E-mail _____

Alternate Caregiver #2 _____
Address _____ City _____ State _____ Zip _____
Phone _____ Cell Phone _____ E-mail _____

- I want Wayside Waifs to arrange for the care of my pets.

Pet Sitters and Boarding Facilities

Should your caregiver go on vacation or be temporarily unavailable to care for your pets, who do you want to take care of them?

Primary Pet Sitter or Boarding Facility _____
Address _____ City _____ State _____ Zip _____
Phone _____ Cell Phone _____ Average Daily Charge \$ _____

Alternate Pet Sitter or Boarding Facility _____
Address _____ City _____ State _____ Zip _____
Phone _____ Cell Phone _____ Average Daily Charge \$ _____

Emergency Contact Information: Emergency contacts might include friends and family members who may not necessarily take care of your pets but would be able to assist in case of an emergency. Emergency contacts should be different than caregivers listed above.

Contact #1 _____
Address _____ City _____ State _____ Zip _____
Phone _____ Cell Phone _____ E-mail _____

Contact #2 _____
Address _____
City _____ State _____ Zip _____ Phone _____
Cell Phone _____ E-mail _____

Contact #3 _____
Address _____
City _____ State _____ Zip _____ Phone _____
Cell Phone _____ E-mail _____

Please attach a photo of your pet:

