PET PROTECTION AGREEMENT®

John Doe

"Pet Owner"

AND

Jane Doe

"Pet-Guardian"

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WHEREAS, it is understood that the Pet Owner has great affection for his or her beloved pets;

WHEREAS, the parties have established this Pet Protection Agreement® (the "Agreement") for the benefit of his or her pets;

WHEREAS, the Agreement provides the wherewithal to ensure the care and comfort of these pets, pursuant to the terms set forth herein; and

WHEREAS, these pets must always be treated as companion animals for the duration of their lives.

NOW, THEREFORE, for TEN DOLLARS ($10.00) and/or other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to enforce the Agreement at the earlier of the Pet Owner's death or inability to care for the pets.

Pet Protection Agreement® and Love Continues® are trademarks of Pet Protection Agreement, LLC.

PET OWNER AND PET-GUARDIAN

Pet Owner

The name of the Pet Owner is:

Name:	John Doe	
Address:	100 Main Street	
	[CITY], [STATE] [ZIP CODE]	
Telephone:	(800) 555-1234	(home)
	(800) 555-1234	(work)
	(800) 555-1234	(mobile)
Fax:	(800) 555-1234	
Email:	john@legalzoomsample.com	

Pet-Guardian

The Pet-Guardian will keep the pets and be responsible for their care and well-being if the Pet Owner is unable to care for them.

The Pet Owner appoints the following person to be the Pet-Guardian, and the Pet-Guardian accepts the appointment:

Name:	Jane Doe
Address:	100 Main Street
	[CITY], [STATE] [ZIP CODE]
Phone:	(800) 555-1234
Alt. Phone:	(800) 555-1234
Email:	jane@legalzoomsample.com

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At the earlier of the Pet Owner's death or inability to care for the pets, the Pet-Guardian shall have the power and obligation to:

(a) Care for the pets and use his or her best judgment in good faith to carry forth the Pet Owner's intentions;
(b) Follow the instructions in the Agreement;
(c) Access and expend the Funds set forth in the Agreement for the care, safety and maintenance of the pets;
(d) Prepare new Agreements that contain terms similar to this Agreement;
(e) Prepare a pet trust to expand the essence of this Agreement to the extent that this Agreement is silent on an issue, and
(f) Place the pets with temporary or permanent Pet-Guardians if appropriate.

Successor Pet-Guardian

If at any time the first choice for Pet-Guardian is unable or unwilling to care for the pets then the Successor Pet-Guardian will become the Pet-Guardian.

The Pet Owner appoints the following person to be the Pet-Guardian if the Pet-Guardian named above is unable or unwilling to care for the pets.

Successor Pet-Guardian:

Name: Ann Doe
Address: 100 Main Street
[CITY], [STATE] [ZIP CODE]
Phone: (800) 555-1234
Alt. Phone: (800) 555-1234
Email: annsmith@legalzoomsample.com

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If neither the Pet-Guardian nor the Successor Pet-Guardian named above are able or willing to care for the pets, the Pet Owner appoints the following organization to be the Pet-Guardian.

Second Successor Pet-Guardian:

Name: XYZ Pet Sanctuary
Address: 100 Main Street
[CITY], [STATE] [ZIP CODE]
Phone: (800) 555-1234
Alt. Phone: (800) 555-1234
Email: xyzpets@legalzoomsample.com

[This section appears if you name an Organization of Last Resort to care for your pet(s) if none of the Pet-Guardians named above are unable to act as Guardian]

Organization of Last Resort

If none of the Pet-Guardians are willing or able to care for the pets, then the pets should be delivered to the following shelter or organization for continuing care.

Name: XYZ Pet Haven
Address: 100 Main Street
[CITY], [STATE] [ZIP CODE]
Phone: 555-555-5555

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MY PETS

The Pet Owner instructs, and the Pet-Guardian agrees, that the pets must be cared for and supported in a fashion that the Pet Owner has directed and instructed in this Agreement, and which is commensurate with the lifestyle to which the pets have become accustomed and for which funds have been provided, and which ensures that the pets will be well fed, well groomed and well cared for.

The Pet-Guardian must return all pets to the Pet Owner upon request.

This Agreement is for ***all*** the Pet Owner's pets now and in the future, unless a pet is listed and specifically covered by a separate Agreement, and will start when the Pet Owner is unable to care for the pets.

Pet #1

Pet's Name: Rover
Type of Animal: Dog
Gender: Male
Physical Characteristics: Rover is 5 years old and weighs approximately 12 pounds. He is a Jack Russell Terrier mix with the primary color of white. He has bright brown eyes and has a brown spot over his left eye and a large spot on his back.
Care Instructions: We have been feeding Rover XYZ Food for Dogs and always have bowls of fresh water available.

Pet #2

Pet's Name: Spot
Type of Animal: Bird
Gender: Female
Physical Characteristics: Spot is about 10 years old. She is a beautiful yellow canary with a grey spot on the back of her head.
Care Instructions: Fresh seeds daily and change water twice a day. Routinely take the Spot and cage outside to enjoy some fresh air and sun. Spray him with a fine mist of cool

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water in the hot summer months.

[This section appears depending on if you choose to leave Funds for the care of your pet(s)]

FUNDS

The amount of Funds for the pets care shall be $20,000.00 dollars. The Funds will be coming from the following sources:

Bank Name: _____
Account Number: _____

_____
(Initial)

Brokerage Name: _____
Account Number: _____

_____
(Initial)

Insurance Company: _____
Policy Number: _____

_____
(Initial)

Other Funds: Value of Home _____

_____
(Initial)

Other Funds: _____

_____
(Initial)

The Funds for the care of the pets shall be funded at the earlier of the Pet Owner's death or inability to care for the pets.

If the Funds consist of property, at the earlier of the Pet Owner's death or

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inability to care for the pets, such property shall either be used for the care of the pets or sold. The sale or liquidation of property is authorized if the proceeds are used for the care of the pets and other purposes authorized by this Agreement.

[This section appears if you decide to compensate your Pet-Guardian]

Compensation for the Pet-Guardian shall be $100.00 dollars paid once a month. This compensation shall come from the Funds left by the Pet Owner.

[This section appears if you decide to donate to the Organization of Last Resort]

If the pets are delivered to the Organization of Last Resort because no Pet Guardian is able or willing to serve, and such shelter or organization accepts the pets, then a donation in the amount of $2,500.00 dollars shall be made to such Organization of Last Resort from the Funds.

[This section appears if you elect someone to manage the Funds you leave for the care of your pet(s)]

Distribution Representative

The Distribution Representative will hold the Funds used to care for the pets and disburse the Funds to the Pet-Guardian as he or she deems appropriate. : The Distribution Representative must use his or her best judgment in good faith to carry forth the Pet Owner's intentions and follow the instructions in the Agreement. The pets must be cared for and supported in a fashion that the Pet Owner has directed and instructed in this Agreement, and which is commensurate with the lifestyle to which the pets have become accustomed and for which funds have been provided, and which ensures that the pets will be well fed, well groomed and well cared for.

Funds cannot be co-mingled. Upon receiving the Funds, the Distribution Representative must notify the Pet-Guardian and the Beneficiaries set forth below immediately and account to the Pet-Guardian annually.

The Pet Owner appoints the following person to be the Distribution

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Representative:

Distribution Representative

Name: Gail Smith
Address: 100 Main Street
[CITY], [STATE] [ZIP CODE]
Phone: (800) 555-1234
Email: gail@legalzoomsample.com

[This section appears if you decide to compensate your Distribution Representative]

Compensation for the Distribution Representative shall be $500.00 dollars paid once a year. This compensation shall come from the Funds left by the Pet Owner.

[This selection appears if you selected to have a Successor Distribution Representative]

If the Distribution Representative named above is unable or unwilling to handle the Funds, the Pet Owner appoints the following organization to be the Distribution Representative:

Successor Distribution Representative:

Name: XYZ Pet Funds
Address: 100 Main Street
[CITY], [STATE] [ZIP CODE]
Phone: (800) 555-1234
Email: xyzpetfunds@legalzoomsample.com

[This section appears if you have left Funds]

Beneficiaries

Upon the death of all pets, all remaining Funds shall be given to the following places

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and/or people.

Name: Edward Smith
Address: _____
_____
Phone: _____
Email: _____
Percentage: 50%

Name: Ann Doe
Address: _____
_____
Phone: _____
Email: _____
Percentage: 25%

Name: Charles Smith
Address: _____
_____
Phone: _____
Email: _____
Percentage: 25%

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[This section varies based upon the information you provide for health care for your pet(s)]

MEDICAL

The pet's veterinarians are as follows:

Doctor's Name:	Dr. Helen Smith
Hospital Name:	XYZ Animal Hospital
Address:	100 Main Street
	[CITY], [STATE] [ZIP CODE]

Doctor's Name:	Dr. Edward Smith
Hospital Name:	XYZ Veterinary
Address:	100 Main Street
	[CITY], [STATE] [ZIP CODE]

[This section will vary depending on what you choose for your pet's remains]

Burial, Memorial, Cremation

The Pet Owner directs that the remains of the pets be (buried/cremated).

The Pet Owner further directs the following:
Bury my pets on the family property.

[This section will vary depending on whether you agree to the use of Euthanasia with your pets, (yes/no)]

Euthanasia

[For reasons of health and quality of life only, the Pet Owner supports euthanasia when conditions warrant.] [The Pet Owner does not support euthanasia, and the Pet-Guardian is authorized to use extraordinary measures to keep the pets alive.]

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[This section varies based upon the information you provide for the care of your pet(s)]

COMMUNITY OF CARE

The pets have a relationship with the people that the Pet Owner has chosen to care for them. This is their community of care.

Service: Walker
Name: Bob Smith
Address: 100 Main Street
[CITY], [STATE] [ZIP CODE]
Phone: (800) 555-1234
Other Contact: bob@legalzoomsample.com

Service: Groomer
Name: David Smith
Address: 100 Main Street
[CITY], [STATE] [ZIP CODE]
Phone: (800) 555-1234
Other Contact: david@legalzoomsample.com

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GENERAL PROVISIONS

Commencement, Interpretation. The Agreement shall commence at the earlier of Pet Owner's death or inability to care for Pet Owner's pets. This Agreement may be construed to create a trust relationship between the Pet Owner and the Pet-Guardian and, if applicable, the Distribution Representative.

Payments. The Pet Owner authorizes payment of fees to appointed and suggested people and organizations. If there are insufficient Funds for such people and organizations' fees, then these fees shall come from the Estate. The obligation to transfer Funds for the care of pets shall be binding upon Pet Owner's and Pet-Guardian's heirs, successors, assigns, personal representatives, executors, agents, and trustees. This shall constitute a claim against the Pet Owner's estate and the Pet-Guardian's estate.

Governing Law. The Agreement shall be governed by and construed according to the law of the Pet Owner's home state at the time the Agreement was entered into and the courts of the state shall have the jurisdiction over any dispute arising hereunder.

Headings. The headings in the Agreement are for convenience only and are not a part of the Agreement.

Termination. The Agreement shall not be terminated until the death of all the pets owned by Pet Owner and any pets in gestation at the time of Pet Owner's inability to care for pets or Pet Owner's death.

Binding Agreement. The obligation to care for the pets in accordance with the Pet Owner's instructions herein shall be binding upon the Pet Owner and Pet-Guardian's successors, assigns and agents. The Pet-Guardian shall not transfer the pets to any third party unless such party agrees to care for the pets in accordance with the Pet Owner's instructions.

Copies. A signed copy of this document is valid and will have the same force and effect as the original.

No Contravention. No Pet-Guardian or Distribution Representative shall have

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the right to act in contravention of the terms of the Agreement (such as assigning to someone other than the Successor Pet-Guardian and/or Distribution Representative), unless in emergency situations and then only if in the Pets' best interest.

Notices. Notices sent to any party named in the Agreement shall be sent to the address set forth herein.

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[This will appear based on if you select 'yes' for a Limited Power of Attorney and you are leaving Funds]

LIMITED DURABLE POWER OF ATTORNEY

I, John Doe, do hereby appoint Jane Doe as my agent and attorney-in-fact for the purposes indicated below. Should the above-named agent be unavailable or unable to serve, I appoint Ann Doe as successor agent and attorney-in-fact. If Ann Doe is unavailable or unable to serve, I appoint XYZ Pet Sanctuary as my second successor agent and attorney-in-fact.

This Power of Attorney shall become effective in the event that I am unable, for any reason, to care for my pets. At such time that I am able to care for the pets, I may reclaim my pets.

This Power of Attorney is limited to my agent acting in my name, place and stead in any way which I myself could do if I were personally present with respect to the following matters, to the extent that I am permitted to act through an agent:

(a) Follow the instructions in the Agreement.
(b) Access medical records to prove temporary or permanent inability to care for my pets.
(c) Access and expend the Funds set forth in the Agreement for the care, safety and maintenance of all my pets.

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any similar state laws, and exclusively for the purpose of making a determination of my incapacitation or incapability of taking care of my pets and obtaining an affidavit of such incapacitation by a physician, I authorize any health care provider to disclose to the person named herein as my agent any pertinent individually identifiable health information sufficient to determine whether I am by reason of illness or mental or physical disability incapacitated or incapable of taking care of my pets. In exercising such authority, my agent shall constitute my 'Personal Representative' as defined by HIPAA.

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This is a durable power of attorney and the authority of my attorney-in-fact shall not terminate if I become disabled or incapacitated or in the event of a later uncertainly as to whether I am dead or alive.

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SIGNATURES

IN WITNESS WHEREOF, the undersigned declares that he or she signs and executes this instrument on the date written below and further declares that he or she executes the same in his or her authorized capacity, signs it willingly for the purposes expressed in this document and that he or she is eighteen years of age or older, of sound mind and under no constraint or undue influence.

Pet Owner SIGNED AND AGREED TO:

_____

Signature of John Doe

Date: _____

Thank you for loving your pets. *Love Continues®!*

You can add photos of your pets in the space below.

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Witnesses

This Agreement, was signed, executed and declared by John Doe as his or her Agreement in the presence of each of us. We, in the presence of the above-named Pet Owner and each other, under penalty of perjury, hereby subscribe our names as witnesses to the execution of the Agreement by the Pet Owner, and we declare that, to the best of our knowledge, said Pet Owner is eighteen years of age or older, of sound mind and under no constraint or undue influence.

Witness Signature: _____

Witness Print Name: _____

Witness Address: _____

_____

Witness Signature: _____

Witness Print Name: _____

Witness Address: _____

_____

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Notary Acknowledgement of Pet Owner's Signature:

STATE OF [STATE]

COUNTY OF _____

On _____, 20 _____ before me, the undersigned Notary Public, personally appeared John Doe, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she or he executed the same in his or her authorized capacity, and that by his or her signature, the person executed the instrument.

WITNESS my hand and official seal.

Notary _____

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Pet-Guardian's Signature:

I have read the foregoing Agreement. I am the person identified as the Pet-Guardian and the agent or attorney-in-fact in the Power of Attorney provisions, and I acknowledge and agree to my legal responsibilities and duties. By accepting or acting under the appointment as an agent through the Power of Attorney, I assume the fiduciary and other legal responsibilities and liabilities of an agent.

_____

Signature of Jane Doe

Date: _____

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[This section appears based on if you elected a Distribution Representative]

Distribution Representative's Signature:

I have read the foregoing Agreement. I am the person identified as the Distribution Representative, and I acknowledge and agree to my legal responsibilities and duties.

_____

Signature of Gail Smith

Date: _____

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