

Animal custody agreement

BY AND BETWEEN

(first and last name of spouse 1)

domiciled and residing at _____
(full address, including street name and number, city/municipality, province, postal code)

Herein after referred to as the “Parties”;

AND

(first and last name of spouse 2)

domiciled and residing at _____
(full address, including street name and number, city/municipality, province, postal code)

WHEREAS the Parties are the sole legal owners of the following animal: _____
(first name, species, breed, age, sex, colour)
Herein after referred to as the “Animal”;

WHEREAS the Parties recognize the impact that a rupture in their relationship or living arrangements could have on the Animal’s welfare and custody;
WHEREAS the Parties both want what is in the Animal’s best interests;

THE PARTIES HEREBY AGREE :

1. The preamble forms an integral part of the present agreement.
2. Upon rupture of the Parties’ relationship or living arrangements, in the event of any disagreement between the Parties as to the Animal’s custody, the Parties hereby agree to put aside their personal interests and to determine the Animal’s custody solely based on the best interests of the Animal.
3. Determining the best interests of the Animal includes, but is not limited to, consideration of the following factors:
 - a. The Animal’s safety and welfare;
 - b. The amount of time each Party has spent with the Animal during the relationship, in particular the amount of time spent tending to the Animal’s daily needs;
 - c. The ability of a Party to continue to provide the Animal with adequate care and to meet the Animal’s needs;
 - d. The degree of emotional attachment displayed by the Animal to each Party;
 - e. The degree of emotional attachment displayed by the Animal to any child in the household and the benefit to the child and to the Animal of the Animal remaining in the primary residence of the child;
 - f. The degree of emotional attachment displayed by the Animal to any other animal in the household and the benefit to this other animal and to the Animal of the Animal remaining in the primary residence of the other animal;
 - g. Any domestic violence implicating the Parties or occurring in the household of the Parties; and
 - h. Any history of animal abuse or other conditions that could put the Animal’s safety or welfare at risk.

IN WITNESS WHEREOF the Parties have signed on this _____ day of _____ 20 _____, in _____, Quebec.

Signature, spouse 1

First and last name, spouse 1

Signature, spouse 2

First and last name, spouse 2