

PAWS FOR HOPE Pet Stewardship Program

PET STEWARDSHIP AND GUARDIANSHIP AGREEMENT

This agreement made the _____ day of _____,

between Paws for Hope Animal Foundation and _____ (“Owner”)

WHEREAS

1. Paws for Hope Animal Foundation (“Paws for Hope”) is a registered non-profit organization, pursuant to the Societies Act, [SBC 2015] c. 18, in British Columbia, Canada, and it is a registered charity. Its mission includes developing a protective and progressive animal welfare system in British Columbia;
2. Paws for Hope believes that the lives of people and their companion animals are inextricably linked and that companion animals are family members. Ensuring that the best interests of companion animals are protected is a priority for Paws for Hope;
3. the Owner wishes to ensure the wellbeing of his/her companion animal described herein in Schedule “A” (“Companion Animal”) after the Owner’s death or at the time when the Owner becomes unable to care for the Companion Animal due to the Owner’s medical condition or for any other reason;
4. the Owner would like to ensure that the Companion Animal is placed in a new home and receive proper care so that the Companion Animal can thrive for the remainder of the Companion Animals’ life;
5. Through its Pet Stewardship Program, Paws for Hope is willing and able to arrange for a new home that will provide for the best interests of the Companion Animal for the remainder of the Companion Animal’s life;

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. DEFINITIONS

1. In this Agreement, the following words will have the following meanings unless the context otherwise requires, or it is otherwise specifically required:

“Stewardship Home”: means the home, which Paws for Hope determines to be a suitable home to provide proper care to the Companion Animal so that the wellbeing of the Companion Animal is ensured, and where the Companion Animal can thrive for the remainder of the Companion Animals’ life.

“Steward”: means the person who assumes day to day responsibility for the Companion Animal and who is to provide the Companion Animal with a suitable home, appropriate care, nutrition and attention;

“Committee”: means the person or persons appointed or authorized under the *Patients Property Act*, RSBC 1996, c. 349, *Adult Guardianship Act*, RSBC 1996, c.6, or the *Mental Health Act*, RSBC 1996, c.288, or successor legislation to manage the Owner’s estate, and includes a committee of the person or committee of estate;

“Information Sheet”: means the information sheet attached as Schedule “A” to this Agreement;

“Owner”: means the person who signed this Agreement and who has care, control of, and legal and beneficial interest in, the Companion Animal at the time of signing this Agreement;

“Personal Representative”: means the person or persons named as executor(s) or trustee(s) in the Owner’s last Will or an administrator appointed by the court to administer the Owner’s estate upon his or her death;

“Triggering Event”: means the earlier of:

- (a) The date of the death of the Owner.
- (b) The date upon which the Owner has become incapable of managing his or her affairs.
- (c) The date upon which the Owner transfers ownership of the Companion Animal to Paws for Hope.

2. In this Agreement, the singular includes the plural and vice versa.

II. PAYMENTS

3. **Donation:** At the time of signing this Agreement, the Owner will make a non-refundable donation (“Initial Donation”) to Paws for Hope in the amount of \$1,500. The Initial Donation forms part of the consideration for any services performed by Paws for Hope under the provisions of this Agreement.
4. **Enrolment fee:** The Owner will make an enrolment fee (“Enrolment Fee”) to Paws for Hope of a minimum of \$10,000 for each Companion Animal to be left in the care of Paws for Hope. The Owner will make appropriate arrangements for the enrolment fee to be made as a legacy or gift to Paws for Hope in the Owner’s last Will. If the Owner becomes incapable of managing his or her affairs, the enrolment fee will be paid by the Committee, or the Committee’s agent, at the time Paws for Hope takes custody of the Companion Animal. This enrolment fee forms part of the consideration for any services performed by Paws for Hope under the provisions of this Agreement.
5. **Additional donations:** If the Owner, Committee, executor, trustee or any of their agents, or any other person acting for or on behalf of the Owner, wish to make additional donations (“Additional Donations”) at any time to Paws for Hope, they may do so. The Owner may also wish to make Additional Donations to Paws for Hope as legacies or gifts in the Owner’s last Will. The Additional Donations made, as referred to in this paragraph, are made in recognition of the charitable activities performed by Paws for Hope, and not as consideration for any services performed by Paws for Hope under the provisions of this Agreement.

III. INITIAL SERVICES

6. **Information Sheet:** At the time of signing this Agreement, Paws for Hope will open a separate file on each Companion Animal for whom the Owner wishes to have this Agreement applied. The file will include a photograph and Information Sheet that contains a description of the Companion Animal and information obtained from the Owner concerning the medical history of the Companion Animal, the characteristics of the Companion Animal’s personality, habits, preferences and daily routine, and any other considerations which are relevant to the choice of a Stewardship Home and to the provision of proper care for the Companion Animal. The Owner will update the Information Sheet on a yearly basis, or at the request of Paws for Hope.
7. **Owner’s wishes for Stewardship Home:** The Owner may express his or her wishes regarding the choice of the Stewardship Home and the daily routine of the Companion Animal. These wishes will be recorded in the Companion Animal’s file. Paws for Hope will use its best efforts to find a Stewardship Home for the Companion Animal that reflects the Owner’s wishes. In particular, the Owner may request:
 - (a) A Stewardship Home with or without children;
 - (b) A Stewardship Home with or without other animals;
 - (c) A Stewardship Home where the Companion Animal has access, or no access to the outdoors, if the animal is an animal other than a dog.

8. **Where the Owner owns more than two companion animals:** Paws for Hope does not guarantee that it will be able to place more than two Companion Animals together in a single Stewardship Home. Where the Owner owns more than two Companion Animals and wishes two of the Companion Animals to be placed together, the Owner will advise Paws for Hope which Companion Animals are to be placed together and this information will be recorded in the Companion Animals' files.
9. **Selection of Steward:** Paws for Hope will interview prospective stewards to ensure that the Steward selected for the Companion Animal will provide a proper Stewardship Home and proper care and attention for the Companion Animal.
10. **Personal letter:** The Owner may write a personal letter ("Personal Letter") to the Steward concerning any additional information about the Companion Animal that the Owner may wish to bring to the Steward's attention. The Personal Letter will become part of the Companion Animal's file, and it will be used by Paws for Hope to assist in finding an appropriate home for the Companion Animal. The Personal Letter will also be delivered to the Steward when the Companion Animal is placed in the Steward's home. If there is an inconsistency between the Personal Letter and the Information Sheet or any other information contained in the Companion Animal's file, Paws for Hope will use its best judgment to resolve this inconsistency in a way that ensures the best interest of the Companion Animal.
11. **New Companion Animal:** If the Companion Animal dies during the lifetime of the Owner and the Owner acquires a new Companion Animal, the Owner will give notice to Paws for Hope that this Agreement will apply to the new Companion Animal, and Paws for Hope will open a file and complete the Information Sheet on the new Companion Animal. All payments, including the Initial Donation and Enrolment Fee, will apply to the new Companion Animal.

IV. NOTICE TO PAWS FOR HOPE

12. Upon the occurrence of a Triggering Event, the Owner's Personal Representative, estate executor, trustee, Committee, or any other person acting on any of their behalf, will notify Paws for Hope:
 - (a) that the Owner has either made a legacy or gift to Paws for Hope in his or her last Will or that payment of the Enrolment Fee will otherwise be forthcoming upon the occurrence of a Triggering Event in accordance with the provisions of this Agreement; and
 - (b) of the name and contact information of the person who has temporary possession of the Companion Animal.

13. **Notice:** Any notice or communication under this Agreement will be made in writing and will be delivered personally or sent by registered mail to Paws for Hope to:

**PO BOX 20973
Maple Ridge, British Columbia
V2X 1P7 Canada, or**

to any other address provided by Paws for Hope.

Any such notice, if delivered or mailed, will be effective when received.

V. CARE OF THE COMPANION ANIMAL

14. **Immediate custody of the Companion Animal:** As soon as is possible after receiving notice as set out in paragraph 12 herein, Paws for Hope will take possession of the Companion Animal, unless Paws for Hope believes it is in the Companion Animal's best interest to stay in his or her current location until a Stewardship Home is found, and the person(s) taking care of the Companion Animal agree to do so until a Stewardship Home is found.
15. **Stewardship Home:** As soon as possible after receiving notice as set out in paragraph 12 herein or taking possession of the Companion Animal, Paws for Hope will find a Stewardship Home for the Companion Animal and in doing so it will take into account the wishes of the Owner concerning the matters set out in paragraphs 7, 8, and 10, and any other consideration Paws for Hope deems appropriate.
16. **Medical examination:** Prior to placing the Companion Animal in a Stewardship Home, Paws for Hope will take the Companion Animal to a veterinarian ("Veterinarian") for a full medical examination, and it will agree to any inoculations that Paws for Hope deems appropriate, pursuant to the recommendations made by the Veterinarian. Paws for Hope will further advise the steward to ensure that the Companion Animal receives a full medical examination, including inoculations, once a year during the Companion Animal's lifetime.
17. **Medical treatment and care:** If the Companion Animal becomes ill while under the care of the Steward, the Steward will advise Paws for Hope. Paws for Hope will arrange to treat the Companion Animal. If the Steward chooses to have the Companion Animal treated elsewhere, the cost for treatment will be the responsibility of the Steward. Paws for Hope will require the Steward to provide Paws for Hope with a written report regarding the Companion Animal's health and the medical treatment provided, in a form suitable to Paws for Hope. If Paws for Hope does not receive a written report or other evidence satisfactory to Paws for Hope that the Companion Animal is receiving proper medical attention on a yearly basis, Paws for Hope will conduct an investigation to determine whether the Companion Animal should remain in the Stewardship Home.

18. **Follow-up by Paws for Hope:** Paws for Hope will telephone the Steward once a year to discuss the health and general wellbeing of the Companion Animal. If at any time Paws for Hope determines that the Companion Animal is not receiving proper care and attention in a way that allows the Companion Animal to thrive in the Stewardship Home, Paws for Hope will conduct an investigation to determine whether the Companion Animal should remain in the Stewardship Home.
19. **Removal of the Companion Animal from the Stewardship Home:** If, as a result of an investigation referenced at paragraphs 17 and 18 herein, or any other investigation conducted by another entity for any other reason, Paws for Hope determines that the Companion Animal should not remain in the Stewardship Home, Paws for Hope will immediately remove the Companion Animal from the Stewardship Home, and it will find a new Stewardship Home for the Companion Animal.
20. **All decisions based on the best interest of the Companion Animal:** The best interest of the Companion Animal trumps all other considerations in this Agreement. Paws for Hope will make all decisions based on what is in the best interest of the Companion Animal.
21. **Where the Steward is unable to keep the Companion Animal:** If the Steward becomes unable to keep the Companion Animal or for some other reason wishes to return the Companion Animal to Paws for Hope, Paws for Hope will find a new Stewardship Home for the Companion Animal, and in doing so it will take into account the wishes of the Owner concerning the matters set out in paragraphs 7, 8, and 10, and any other consideration Paws for Hope deems appropriate. If the Steward wishes to transfer the Companion Animal to a new Steward, Paws for Hope will screen the prospective Steward to ensure that he or she will provide a proper Stewardship Home.
22. **The Steward does not own the placed Companion Animal:** Under careful screening by Paws for Hope, the Steward will agree to undertake the day-to-day care, food, and shelter of the Companion Animal without having any legal or beneficial rights of ownership to the Companion Animal.

VI. UNPLACEABLE COMPANION ANIMAL

23. **Where a Companion Animal is unplaceable:** Where at the time of the Triggering Event the Companion Animal is determined to be unplaceable, the Companion Animal will be euthanized at a veterinary clinic or in a home suitable for such euthanasia. Euthanasia of the Companion Animal will be a last resort after Paws for Hope considers alternatives and recommendations. The Companion Animal will not be euthanized unless at least two veterinarians and/or animal behaviourists recommend this option.
24. **Definition of unplaceable:** The Companion Animal will be found unplaceable if it is determined by at least two veterinarians and/or animal behaviourists that the Companion Animal is infirm due to old age, disease, or if the Companion Animal has severe temperament problems which can not be managed, or for any other untreatable or unmanageable medical, health or behavioural issue, all or some of which render the Companion Animal unplaceable.

VII. GENERAL

25. **Termination:** This Agreement may be terminated by either party giving to the other two months prior notice in writing.
26. **Governing law:** This Agreement will be governed by and in accordance with the laws of British Columbia.
27. **Severability:** Any provision of this Agreement which is illegal, invalid or unenforceable will be severable and will not affect the remaining provisions of this Agreement.
28. **Identification:**

(a) Name and address of Owner:

(b) Name and address of Personal Representative or Committee:

29. **Binding Effect:** This Agreement will be binding upon the parties and their heirs, executors, Committees, administrators, successors and assigns.

SIGNING

Authorized Signatory for Paws for Hope Animal Foundation

Date

Companion Animal Owner

Date

Witness

Date