

Pet Stewardship Program Agreement



Pet Stewardship Program Agreement

This agreement made the _____ day of _____, _____,

between _____

OF THE FIRST PART

-and-

_____ (the "Owner")

The Ottawa Humane Society, a charitable organization incorporated by letters patent under the laws of the Province of Ontario (the "OHS")

OF THE SECOND PART

WHEREAS the Owner is concerned about the care and well-being of his or her Companion Animal described on the Animals Information Form attached hereto as Schedule "A" (collectively referred to as the "Companion Animal") after the Owner's death or at the time at which the Owner becomes unable to care for the Companion Animal:

AND WHEREAS the Owner would like to ensure that the Companion Animal is placed in a new home and receives proper care and attention for the remainder of the Companion Animal's life:

AND WHEREAS the OHS has experience and facilities to arrange for a new home and for the proper care and attention for the Companion Animal and has established a program for this purpose (Pet Stewardship Program):

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

ARTICLE ONE

DEFINITIONS

1.1 In this Agreement the following words shall have the following meanings unless the context otherwise requires or it is otherwise specifically required:

“Stewardship Home” shall mean the home, which the OHS determines to be a suitable home to provide proper care and attention for the Companion Animal and to ensure the Companion Animal’s well-being;

“Steward” shall mean the person who is to assume day to day responsibility for the Companion Animal, and who is to provide the Companion Animal with suitable home, proper care, nutrition and attention;

“Attorney/Guardian” shall mean the person or persons appointed as a Guardian or Attorney under the Substitute Decisions Act, 1992, S.O. 1992, c.30, or successor legislation, and is thereby authorized to manage the Owner’s property when the Owner becomes incapable to do so. The Owner shall be considered “incapable of managing his or her affairs as it relates to the care of the Companion Animal” when a Guardian has been appointed by the Court to manage the Owner’s person and property, or, in a situation where the Owner has appointed an Attorney under a duly executed Power of Attorney, the Attorney provides the OHS with an originally signed Power of Attorney document together with a written statement that, in the Attorney’s opinion, the Owner is incapable of managing his or her affairs as it relates to the care of the Companion Animal.

“Information Form” shall mean the information sheet attached as Schedule “A” to this Agreement;

“Estate Trustee” shall mean the person or persons named as Executor or Estate Trustee in the Owner’s last Will, or, if the Owner does not have a Will, the person or person(s) duly appointed by a Certificate of Appointment of Estate Trustee Without A Will as issued by the Superior Court of Justice of Ontario, or the appropriate Court should the Certificate be issued outside of Ontario.

“Triggering Event” shall mean 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 as it relates to the care of the Companion Animal.

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

ARTICLE TWO

PAYMENTS

2.1 Enrolment Fee The Owner shall make an enrolment fee to the OHS of a minimum of \$10,000 for each Companion Animal to be left in the care of the OHS. The Owner shall make appropriate arrangements for the enrolment fee to be made as a legacy to the OHS in the Owner's last Will and Testament. If the Owner becomes incapable of managing his or her affairs, the enrolment fee shall be paid by his or her Attorney/Guardian at the time the OHS takes custody of the Companion Animal.

2.2 Additional Donations The Owner may wish to make additional donations to the OHS as legacies in the Owner's last Will and Testament. The Owner hereby declares that any additional legacy will be made in recognition of the charitable activities performed by the OHS, and not as consideration for any services performed by the OHS under the provisions of this Agreement.

ARTICLE THREE

INITIAL SERVICES

3.1 Animal Information Form At the time of the signing of this Agreement, the OHS will open a separate file on each Companion Animal. The file will include a photograph and Information Form that contains a description of the Companion Animal and detailed information obtained from the Owner concerning the lifetime veterinary care and medical history of the Companion Animal, the characteristics of the Companion Animal's personality, habits, preferences and daily routine, and any other special considerations which are relevant to the choice of a Stewardship Home and to the provision of proper care for the Companion Animal. The Information Form shall be updated by the Owner on a yearly basis at the request of the OHS.

3.2 Owner's Wishes for Stewardship Home The Owner may express certain 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. The OHS 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.

3.3 Where the Owner Owns More Than Two Companion Animals The OHS 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 shall advise the OHS which Companion Animals are to be placed together and this information shall be recorded in the Companion Animals' files.

3.4 Selection of Steward The OHS 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.

3.5 Personal Letter The Owner may write a 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 letter will become part of the Companion Animal's file, and will be used by the OHS to assist in finding an appropriate Home for the Companion Animal. The letter will also be delivered to the Steward when the Companion Animal is placed in the Steward's Home, with a copy being retained by the OHS in the Companion Animal's file.

3.6 New Companion Animal If the Companion Animal dies during the lifetime of the Owner and the Owner acquires a new Companion Animal, the Owner may give notice to the OHS that this Agreement is to apply to the new Companion Animal, and the OHS will open a file and complete the Information Form on the new Companion Animal, and close the file of the deceased Companion Animal.

ARTICLE FOUR

NOTICE TO OHS

4.1 Upon the occurrence of a Triggering Event, the Owner's Estate Trustee, Executor or the Attorney/Guardian, as the case may be, shall notify the OHS:

(a) that the Owner has either made a legacy to the OHS in his or her last Will and Testament or that payment of the Enrolment Fee will otherwise be forthcoming upon the occurrence of a Triggering Event in accordance with the provisions of the Agreement, and

(b) of the name and address of the person who has temporary custody of the Companion Animal.

ARTICLE FIVE

CARE OF COMPANION ANIMAL

5.1 Immediate Custody of Companion Animal As soon as is possible after receiving notice as set out in paragraph 4.1, the OHS will take custody of the Companion Animal. The OHS will provide the Companion Animal with a temporary home, with proper care and attention while it arranges for a Stewardship Home.

5.2 Stewardship Home As soon as possible after taking custody of the Companion Animal, the OHS 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 paragraph 3.2, 3.3 and 3.5.

5.3 Medical Examination Prior to placing the Companion Animal in a Stewardship Home, the OHS will give the Companion Animal a full medical examination, including inoculations that the OHS deems appropriate. The OHS will further ensure that the Companion Animal receives a full medical examination, including inoculations, once a year during the Companion Animal's lifetime.

5.4 Medical Treatment Should the Companion animal become ill while under the care of the Steward, the Steward will advise the OHS. The OHS will arrange to treat the Companion Animal through appropriate veterinary care. The Steward shall not choose to have the Companion Animal treated elsewhere except under circumstances of an after-hours emergency. The OHS will require the Steward to provide the OHS with a written report regarding the Companion Animal's health and the medical treatment provided, in a form suitable to the OHS. If the OHS does not receive a written report or other evidence satisfactory to the OHS that the Companion Animal is receiving proper medical attention on a yearly basis, the OHS will determine whether the Companion Animal should remain in the Stewardship Home.

5.5 Follow-up by the OHS The OHS will contact the Steward once a year, or quarterly if a Companion Animal has significant medical issues, to discuss health and general well-being of the Companion Animal. If at any time the OHS determines that the Companion Animal is not receiving proper care and attention in the Stewardship Home, the OHS will determine whether the Companion Animal should remain in the Stewardship Home.

5.6 Removal of a Companion Animal from Stewardship Home If the OHS determines that the Companion Animal should not remain in the Stewardship Home; the OHS will immediately remove the Companion Animal from the Stewardship Home, and will find a new Stewardship Home for the Companion Animal.

5.7 Where 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 the OHS, the OHS will find a new Stewardship Home for the Companion Animal. If the Steward wishes to transfer the Companion Animal to a new Steward, the OHS will screen the prospective Steward to ensure that he or she will provide a proper Stewardship Home and proper care and attention for the Companion Animal.

5.8 The Steward does not own the placed Companion Animal. Under careful screening by the OHS, the Steward agrees to undertake the day to day care, food, shelter of the Companion animal.

5.9 Euthanasia The companion animal may be humanely euthanized if it becomes ill to the extent that its condition is deemed by a veterinarian to be palliative or too severe for treatment to maintain a quality of life considered acceptable by the OHS.

ARTICLE SIX

UNPLACEABLE COMPANION ANIMAL

6.1 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 the OHS veterinary clinic in a humane and painless manner.

6.2 Definition of Unplaceable The Companion Animal will be found unplaceable if it is determined by two OHS veterinarians that the Companion Animal is infirm due to old age, disease or if the Companion Animal has severe temperament problems, which, in the opinion of two OHS veterinarians engaged by the OHS render the Companion Animal unplaceable. Palliative medical conditions will be considered infirm and will deem a Companion Animal unplaceable.

ARTICLE SEVEN

GENERAL

7.1 Termination This Agreement may be terminated by either party giving to the other two months prior notice in writing to expire on the last day of any given calendar month.

7.2 Governing Law This Agreement shall be governed by and in accordance with the laws of Ontario and each of the parties irrevocably attorns to the jurisdiction of the courts of Ontario.

7.3 Severability Any provision of this Agreement which is illegal, invalid or unenforceable shall be severable and shall not affect the remaining provisions of this agreement.

7.4 Notice Any notice or communication under this Agreement shall be made in writing and shall be delivered personally or sent by prepaid registered mail.

Attention: Donor relations

Ottawa Humane Society

245 West Hunt Club Road

Ottawa, Ontario

K2E 1A6

Any such notice or other communication, if delivered or mailed as provided by the persons named in 7.5 a & b, shall be effective when received.

7.5 Identification

(a) Name and address of the Owner:

(b) Name and address of Estate Trustee or Executor

(c) Contact Person authorized to initially notify the OHS of the death of the Owner and the location of the Companion Animal

7.6 Binding Effect This Agreement shall be binding upon the parties and their heirs, executors, administrators, successors and assigns.

EXECUTION

Ottawa Humane Society

Date

Companion Animal Owner

Date

Witness

Date

