

## Bequest in Trust for the Care and Maintenance of Pet (Long Form)

I, \_\_\_\_\_ (*Name of Trustor*), hereby give my pet \_\_\_\_\_ (*e.g., dog, cat, horse, etc.*) \_\_\_\_\_ (*name of pet*) and the sum of \$ \_\_\_\_\_ to \_\_\_\_\_ (*Name of Trustee*), the Trustee, in trust, on the following terms:

Said funds are to be used for the care, maintenance, and support of my pet \_\_\_\_\_ (*e.g., dog, cat, horse, etc.*) (*name of pet*). He/she is to be kept in comfort, well fed, suitably housed, and is to receive whatever veterinary care is necessary to his/her health. The Trust to be administered and distributed according to the following provisions:

### 1. Trustee.

\_\_\_\_\_ (*Name of initial Trustee*), shall serve as initial Trustee, but in the event that \_\_\_\_\_ (*Name of initial Trustee*) is unable or unwilling to serve, \_\_\_\_\_ (*Name of successor Trustee*) shall serve as successor Trustee. In the event that the above-named parties are unable or unwilling to serve, the successor Trustee shall be appointed by: (i) the written designation of previous Trustee (who has not been removed) delivered to the Caretaker Beneficiary (as described below) and the Remainder Beneficiary (as described below); or (ii) if the previous Trustee does not make such a designation, the unanimous written designation of the Caretaker Beneficiary and the Remainder Beneficiary; or (iii) if such parties do not make such a designation, by a court of competent jurisdiction. Notwithstanding the foregoing, in no event shall the Caretaker Beneficiary serve as Trustee. The Trustee may resign, at any time, by providing 30 days' written notice to the Caretaker Beneficiary and the Remainder Beneficiary. Except as otherwise provided herein, the Trustee shall have all the rights, powers, duties, and obligations of a trustee under applicable law, and in addition, may (but is not required to) inspect \_\_\_\_\_ (*name of pet*) and the conditions of the premises where \_\_\_\_\_ (*name of pet*) is kept, from time to time, and to ensure that appropriate care is being provided by the Caretaker Beneficiary, as provided below.

### 2. Caretaker Beneficiary

\_\_\_\_\_ (*Name of Caretaker Beneficiary*) shall be the initial *Caretaker Beneficiary*, but if \_\_\_\_\_ (*Name of initial Caretaker Beneficiary*) is unable or unwilling to receive the benefits and meet the conditions set forth herein, then \_\_\_\_\_ (*Name of successor Beneficiary*) shall be the successor Caretaker Beneficiary. Before any initial distribution is made, any party with an interest as Caretaker Beneficiary shall be informed of the conditions for possession of \_\_\_\_\_ (*name of pet*) and receipt of funds hereunder. If any party who is entitled to distributions as Caretaker Beneficiary is, in the sole discretion of the Trustee, unable or unwilling to provide sufficient care for \_\_\_\_\_ (*name of pet*) or the Trust's ownership of \_\_\_\_\_ (*name of*

pet) is jeopardized, then the Trustee may, with or without court intervention, acquire possession of \_\_\_\_\_ (name of pet) from such party, divest that party of any interest as Caretaker Beneficiary, and appoint another party as successor Caretaker Beneficiary who is willing and able to provide sufficient care for \_\_\_\_\_ (name of pet). Notwithstanding any other provision herein, in no event may the Trustee, the Trustee's estate, the creditors of the Trustee, or the creditors of the Trustee's estate be the Caretaker Beneficiary.

### **3. Distributions and Possession of Trust Property**

During the term of the Trust, the Trustee shall distribute to, or for the benefit of, the Caretaker Beneficiary such amounts of net income, and if necessary, principal, as the Trustee determines to be necessary or advisable for the health, care, and welfare of \_\_\_\_\_ (name of pet), including (but not limited to) food, veterinary care and/or insurance, toys and other recreational activities, and temporary boarding and/or pet-sitting fees. In exercising such discretion, it is intended that the Trustee will maintain \_\_\_\_\_ (name of pet) in the same standard of health, care, and welfare as the Trustor provided. The Trustee is also authorized to pay, or reimburse to the Caretaker Beneficiary for, any income taxes attributable to the Trust and other necessary expenses associated with the administration and distribution thereof. *(Optional: In addition to the foregoing, the Trustee is authorized to pay: (1) to the Caretaker Beneficiary, compensation in the amount of \$\_\_\_\_\_ per year; and (2) to the Trustee, compensation in the amount of \$\_\_\_\_\_ per year.)* In any event, the Caretaker Beneficiary shall be entitled to possession of \_\_\_\_\_ (name of pet) for so long as he or she is providing for such care for \_\_\_\_\_ (name of pet) and the Trust's continued ownership of \_\_\_\_\_ (name of pet) is not jeopardized.

### **4. Termination and Final Distribution**

The Trust shall terminate upon the earlier of the following: (a) the net value of the Trust assets [other than \_\_\_\_\_ (name of pet)] decreases to less than \$\_\_\_\_\_; (b) the death of \_\_\_\_\_ (name of pet); or (c) 21 years after the death of the last descendant of the Trustor's grandparents who is living at the time this Trust is established. If termination of the Trust occurs because of the death of \_\_\_\_\_ (name of pet), the Trustee shall, at the expense of the Trust, provide for the respectful and proper disposition of the remains of \_\_\_\_\_ (name of pet), pay any remaining debts and expenses of the Trust, and then distribute the remaining assets of the Trust to \_\_\_\_\_ (Name of Remainder Beneficiary), the Remainder Beneficiary. If termination occurs for any other reason, the Trustee shall distribute the remaining assets to either the Caretaker Beneficiary and/or the Remainder Beneficiary, as the Trustee determines to be most consistent with the purposes of the Trust.

**5. Purposes of Trust**

While \_\_\_\_\_ (*name of pet*) is alive, the primary purpose of this Trust is to provide funds to the Caretaker Beneficiary for the health, care, and welfare of \_\_\_\_\_ (*name of pet*). However, if, at any time, \_\_\_\_\_ (*name of pet*) suffers from a medical or physical condition or illness and the Trustee or the Caretaker Beneficiary determine, based on a written opinion of a veterinary professional who has examined \_\_\_\_\_ (*name of pet*), that it would be more humane to euthanize \_\_\_\_\_ (*name of pet*), then either the Trustee and/or the Caretaker Beneficiary is authorized to do so without court intervention.

**6. Spendthrift Provision**

As a material purpose of the Trust, the interest of any beneficiary in the net income or principal shall not be subject to the claims of any creditor, any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered. Except as otherwise provided, no beneficiary's interest shall be subject to anticipation, assignment, sale or transfer in any manner, nor shall any beneficiary have the power to anticipate, alienate, encumber or charge such interest, voluntarily or involuntarily, nor shall such interest be liable for or subject to the debts, obligations, liabilities, torts or contracts of any beneficiary.

**7. Applicable Law**

This Trust is established by the Trustor and accepted by the Trustee under the laws of the State of \_\_\_\_\_ (*name of state*) and all questions concerning its validity and construction shall be determined under \_\_\_\_\_ (*name of state*) law. Any questions relating to the administration of the Trust shall be determined by the law of the situs of the Trust at that time.