

## Exhibit D: Animal Care Trust Sample Language

In the event of my death or disability, I, \_\_\_\_\_, wish to provide for the care and financial support of my pets. They are important members of my family and the purpose of this trust is to ensure they are cared for in a manner consistent with my wishes.

My pet(s) or domestic animal(s) now living are:

<u>Type of Pet</u>	<u>Breed</u>	<u>Name</u>	<u>Identification Method</u>
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Any references in this article to “my Pet(s)” is/are to this/these named animal(s), or any other pet I own at the time of my death or disability, as well as any of my pet’s offspring in gestation at the date of my disability or death.

- 1) Gift to Trust.** Upon my death or disability, I give the sum of \$\_\_\_\_\_ to \_\_\_\_\_ as my Trustee to be held in trust, in a trust known as the \_\_\_\_\_ Trust (“Animal Trust”). This amount is in addition to any prior funding of the Animal Trust.
- 2) Beneficiary of Animal Trust.** The beneficiary or beneficiaries of the Animal Trust shall be my Pet(s) defined herein.
- 3) Care of My Pet.** Following my death (or during any period when, in the written opinion of my personal physician or pursuant to court determination, I am incompetent, incapacitated or disabled due to illness, age or other cause that results in my inability to adequately care for my pets), I appoint \_\_\_\_\_ as caregiver (“Caregiver”) of my Pet(s). My Caregiver shall make all decisions regarding the location where my Pet(s) shall live, the diet, exercise, training and veterinary care of my Pet(s). Optionally, if \_\_\_\_\_ cannot act a Caregiver, then I appoint \_\_\_\_\_ as an alternate Caregiver.

In the event the above named Caregivers are unable to serve, then my Trustee is to place my pets with Adopt a Golden Atlanta. It is my intent that my Trustee cooperates with Adopt a Golden Atlanta in finding a permanent adoptive home for my Pet(s). My Trustee should defer to Adopt a Golden Atlanta in making a determination as to the suitability of a particular adoptive home, or any other course of action concerning my Pet(s) as authorized herein.

My Caregiver is given full and complete control and authority regarding veterinary care and treatment of my Pets. All personal information about my Pet(s) and special instructions

regarding their care is listed on the attached Schedule A. My Caregiver has the authority to euthanize my Pet(s) after first determining from a licensed veterinarian that the injury or disease of my Pet(s) will impair the quality of life of my Pet(s), including but not limited to sustained, severe, life-threatening and terminal injuries, terminal illness, aged condition or temperament. I release, hold harmless and indemnify my Caregiver harmless from any action or claim against my Caregiver based on my Caregiver's decision regarding veterinary care and treatment made as provided in this paragraph. I do not want my Pet(s) used for medical research or educational purposes during life or following death.

My Caregiver shall be responsible for obtaining from a licensed veterinarian an annual statement of health and well-being, and verification of identity, of my Pet(s) to present to my Trustee as a means of monitoring the condition of my Pet(s). My Trustee shall have the full power and authority to remove my Pet(s) from the Caregiver anytime my Trustee believes the Caregiver is not providing tender and loving care.

- 4) Administration of Animal Trust.** I direct my Trustee to pay all expenses associated with the care, feeding and housing, including veterinary costs, of my Pet(s) for the duration of his/their lives, whether or not these expenses are deductible for estate tax purposes. My Trustee is authorized to pay an annual bonus of \$\_\_\_\_\_ to the Caregiver(s) of my Pet(s) for each year care is given. The bonus is to be paid at the end of the year. No bonus shall be paid if my Pet(s) dies due to accident or illness caused by the Caregiver's neglect or willful misconduct.

No portion of the principal and income may be converted to the use of my Caregiver or my Trustee, other than for reasonable Trustee fees and expenses of administration, not to exceed \$\_\_\_\_\_ annually, or for any other use than for the trust's purpose or for the benefit of my Pet(s) under the Animal Trust.

Should my Pet(s) be placed with Adopt a Golden Atlanta, I direct my Trustee to reimburse Adopt a Golden Atlanta for all costs associated with the care of my Pet(s) until a permanent adoptive home can be found.

- 5) Termination Date.** The Animal Trust shall terminate when none of my Pet(s) covered by the Animal Trust are living, or in the event my Pet(s) are placed with Adopt a Golden Atlanta and permanently adopted by another family/families. Upon termination, my Trustee shall transfer the unexpended trust property to Adopt a Golden Atlanta, as the remainder beneficiary, to be used for its general purposes.
- 6) Enforcement of Trust Provisions.** My Caregiver shall have the authority and duty to enforce the intended use of the principal and income of the Animal Trust, including the obtaining of equitable relief from the appropriate court in the jurisdiction where my Pet(s) is/are located.

- 7) **Applicable Law.** This Animal Trust shall be subject to the laws of the State of \_\_\_\_\_ applying to trusts and trustees, now in effect or as amended. Any property held in the Animal Trust of the trust itself shall not be subject to any statutory or common law rule against perpetuities.
- 8) **Exculpatory Clause.** The Trustee shall not be liable for any loss, cost, damage, or expense sustained through any error of judgment or in any other manner, except for and as a result of the Trustee's own bad faith or gross negligence.

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