

# Forever Plan for Pets

## **HSN's Forever Plan for Your Pets**

Planning for your pets' future is so important. It can be sad to think about a possible future for them without you, but you will have much greater peace of mind if you know your pets will be cared for should you become disabled or deceased.

Only 9% of people with wills have made provisions for their pets (and current estimates are that only 42% of U.S. adults have made any sort of estate plans at all!). That means a lot of pets are at risk if something happens to the people who love them.

Most people with pets regard their cat, dog or "little" as a member of the family. But the law sees pets only as property. Since you cannot leave property to your property, you need to take concrete steps to be sure your beloved pets receive the love and care they have known with you.

## **3 Simple Steps for Planning for Your Pets' Future**

### **STEP 1: WALLET CARD AND MICROCHIP**

Carry a pet alert card in your wallet. This card will alert authorities that you have a pet at home. We'd recommend that you list two emergency contacts to notify if something happens to you. Be sure your pet is microchipped and that you have your emergency contacts listed on that microchip, too. You can call your microchip service and add those names if they were not on there from the beginning.

**Special note:** In Collier County, if something happens to you, local authorities who may be involved, like in the case of a fatal accident, by law must take your pet(s) to the County's Division of Animal Services (DAS) for care. If you indicate on your pet's microchip that HSN is an emergency contact, DAS will transfer that pet to HSN right away. Do be sure your microchip is registered and kept up to date.

### **STEP 2: CREATE A PET PROFILE AND KEEP IT ON FILE WITH IMPORTANT DOCUMENTS**

Create A Pet Profile for each pet in your care. A pet profile is a document detailing information about your pet that will be essential for potential guardians or caregivers in your absence. This information is vital to helping your pet find a new home faster, and one that is as similar to yours as possible. The profile includes:

- Habits
- Food preferences
- Medical conditions and medications
- Veterinary information and records
- Behavior around other pets/people/children

# Forever Plan for Pets

This profile should be kept in a safe place with your other important papers and copies should be given to everyone in your pet's circle of care.

If you would like to download a sample pet profile document, please see page 6 and print one for each pet in your household. Give to everyone in your pet's circle of care.

## **STEP 3: DO YOU WANT A FORMAL ARRANGEMENT OR AN INFORMAL ONE?**

Decide on whether an Informal or Formal Arrangement is best for you as you plan for your pet's future care.

### **Informal arrangements**

Informal arrangements are those that are not legally enforceable. They can be oral or written agreements made with family, friends, veterinarians, dog walkers, day-care/kennel staff, animal trainers, breed rescue groups and local humane groups. These arrangements usually do not involve the assistance of an attorney.

*If you decide to use an informal arrangement, it is important to keep the following in mind:*

- Do not assume that the caretakers you have selected, including rescue organizations, will be able to accept the responsibility of care. You need to be sure to speak directly with each individual and /or organization about this commitment in order to be sure they are willing and able to act as a potential guardian for your pet.
- It is best to have a few successive and/or temporary guardians in place for the future care of your pet. This way, if the primary guardian you've chosen is unable to accept the responsibility at the time it arises, your pet will not be left without a home. Circumstances change, so it is best always to have a backup plan.
- Informal arrangements with family and friends are generally unenforceable. You are relying entirely upon the integrity and continued health and ability of the person or organization you have chosen. Choose wisely!
- Unless you have made a formal arrangement with us, HSN can only accept your pet when there is space in our shelter. Without a formal arrangement, you run the risk that we may be full at the time your pets will need us. Always have one or two people in line who can foster your pets until space would open at our shelter.

### **Formal Arrangements**

Formal arrangements are legally enforceable provisions for the future care of your pet. They include providing instructions in your will, establishing a pet trust, creating a limited power of attorney, or writing a letter of instruction to your estate. HSN offers a special Forever Plan for Your Pet as another option.



# Forever Plan for Pets

## *Will Provision*

While making a provision in your will for the care of your pet is certainly possible, it has some drawbacks. First, your direction does not take effect until the estate is actually administered. This can take time, especially if there are any conflicts among beneficiaries. Provisions for the pets are not implemented until notifications are completed, all conflicts are resolved, and the probate process is finished. This can take months, sometimes years.

## *Pet Trust*

Florida Statute § 736.0408 allows a trust to be created for the care of an animal or animals alive during your lifetime. The trust goes into effect immediately, avoiding the probate process and the delays that it can entail. You cannot leave funds to a pet (remember, they are just “property”), so a Trust can name a guardian and provide funds for caring for your pets. You can separate the guardian from the trustee if you are concerned your guardian use the funds only for the pet’s care and want to be sure your funds do not run out while the pet is still living. The trust terminates upon the death of the animal, or upon the death of the last surviving animal covered by the trust. You want to be sure, in creating a pet trust, to carefully consider what person(s) or organization (s) will be the beneficiary of any funds remaining once the trust is terminated. If you are establishing a pet trust, decide if you want Humane Society Naples to be the Organization of Last Resort (OLR) for your pet. The OLR can step in if your pet guardians become unable to serve in their designated capacity. The OLR also automatically becomes the beneficiary of any remaining funds.

## *Limited Durable Power of Attorney*

A limited durable power of attorney can be used to designate someone to make decisions regarding the care of your pet should you become unable. Your designee can be given authority solely to look after your pets – getting them medical care, paying for treatments, and other essential expenses for their care. This person can only make decisions about your pet during your lifetime. So a Limited POA works if you become disabled, but is no longer operative should you pass away. You still will need to make permanent arrangements for your pet’s future care. The Limited POA is a particularly good option to consider for temporary situations like if you are going on vacation or recovering from surgery or an accident.

## *Letter of Instruction*

A Letter of Instruction can be used to designate a future caregiver for your pet and to leave specific guidelines for your pet’s care when you are gone. It is a flexible way to arrange for the care of your pet, but it has some limitations. For example, it does not have the same effect as other legal documents and if included as a supplement to a will, it only takes effect upon actual administration of the estate, which can take a long time. (see Will Provision above).



# Forever Plan for Pets

## HSN's Forever Plan for Your Pet

HSN's Forever Plan for Your Pet goes into effect immediately so is not delayed by the probate process. You would designate a person (your lawyer, your vet, a neighbor, friend or family member) to bring your pet to the HSN Intake Desk with a certificate we provide upon enrollment designating your pet as a Forever Plan enrollee.

Your pet will go into a foster home if one is available or into the least stressful kennel environment we have available at the time of its arrival. It would receive a full medical and behavioral assessment while receiving the highest level of daily care from our trained professional animal care staff.

Your pet's profile will be thoroughly reviewed with an analysis of the most desirable environment for a future home performed. Your pet will then go into our Adoption Program for re-homing into a setting as close as possible to the one it enjoyed with you.

HSN staff will conduct an annual review on the anniversary of your pet's adoption to be sure the new family is providing the care and love your pet deserves. HSN's veterinary team will provide life-long routine care for your pet as well for the rest of its life.

To enroll your pet in the HSN Forever Plan, please complete the Enrollment Form and the Pet Profile and then determine what kind of legacy gift you would like to provide. There is no minimum amount required to enroll, but we do ask for this consideration to allow us to guarantee ongoing support for our no-kill shelter. In our more than 60 years of service, up to 40% of our private support each year has come through estate gifts. These legacy gifts can ensure that we will always be here to care for pets in need coming to us in the future.

Your legacy gift can be provided in several ways: (1) will provision; (2) life insurance beneficiary designation; (3) pet trust provision; (4) IRA beneficiary designation; (5) special fund established with your financial institution payable on death.

HSN is an animal shelter, not a sanctuary. If an animal is very old or has behavioral issues making it difficult to adopt, please be assured that HSN does not euthanize based on length of stay. Your pet will receive loving professional care for as long as it takes to find the best possible new home, or for the rest of its life if an appropriate new home is not found. HSN does reserve the right to humanely euthanize any animal that comes in that is suffering from an untreatable illness with no hope for quality of life or that has evidenced behavior that, even after significant professional intervention and retraining, makes it truly dangerous to adopt out.



# Forever Plan for Pets

## **Special life-estate provision under our Forever Plan for Your Pet:**

Provided your home meets our criteria for gifts of real estate (available upon request), you might wish to consider one special option that has appealed to some of our supporters. You could donate your home to Humane Society Naples with a life-estate provision for you and your pets. You would continue to live in your home. Upon your death, HSN would guarantee continued care for your pets in your home by using the home as housing for one or more professional staff members of HSN who will be committed to caring for your pets with the highest standard of care. Upon the death of your pets, your home would remain an asset of HSN, serving as professional staff housing and foster care housing for other animals needing the opportunity to secure a second chance at a life every pet deserves. There are a number of operational criteria as well as a number of special legal requirements to establish this arrangement so please plan on at least several months to review whether this provision would be workable for you and to generate the requisite documentation to put it into place.





# Pet Profile

*Your Pet Profile documents should be kept in a safe but accessible place with your other important papers and copies should be distributed to all parties in your pet's circle of care.*

## PET OWNER

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Mobile Phone #: \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Work Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

**In the event of my illness or death, I have made arrangements for the care of my pets with the person or organization listed below:**

## PET 1

Name: \_\_\_\_\_ Type of Animal: \_\_\_\_\_ ☐ Male ☐ Female Age: \_\_\_\_\_

Physical Description: \_\_\_\_\_

Where the pet is currently housed: \_\_\_\_\_

Microchip #: \_\_\_\_\_

☐ I have checked with my pet's microchip service and ensured that Humane Society Naples is added as an emergency contact.

☐ Photos Attached ☐ Medical History Attached Veterinarian: \_\_\_\_\_ Phone #: \_\_\_\_\_

## PLEASE INFORM

Person/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Other #: \_\_\_\_\_



# Pet Profile

*Your Pet Profile documents should be kept in a safe but accessible place with your other important papers and copies should be distributed to all parties in your pet's circle of care.*

## PET 2

Name: \_\_\_\_\_ Type of Animal: \_\_\_\_\_ ☐ Male ☐ Female Age: \_\_\_\_\_

Physical Description: \_\_\_\_\_

Where the pet is currently housed: \_\_\_\_\_

Microchip #: \_\_\_\_\_

☐ I have checked with my pet's microchip service and ensured that Humane Society Naples is added as an emergency contact.

☐ Photos Attached ☐ Medical History Attached Veterinarian: \_\_\_\_\_ Phone #: \_\_\_\_\_

## PLEASE INFORM

Person/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Other #: \_\_\_\_\_

## PET 3

Name: \_\_\_\_\_ Type of Animal: \_\_\_\_\_ ☐ Male ☐ Female Age: \_\_\_\_\_

Physical Description: \_\_\_\_\_

Where the pet is currently housed: \_\_\_\_\_

Microchip #: \_\_\_\_\_

☐ I have checked with my pet's microchip service and ensured that Humane Society Naples is added as an emergency contact.

☐ Photos Attached ☐ Medical History Attached Veterinarian: \_\_\_\_\_ Phone #: \_\_\_\_\_

## PLEASE INFORM

Person/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Other #: \_\_\_\_\_

## PET 4

Name: \_\_\_\_\_ Type of Animal: \_\_\_\_\_ ☐ Male ☐ Female Age: \_\_\_\_\_

Physical Description: \_\_\_\_\_

Where the pet is currently housed: \_\_\_\_\_

Microchip #: \_\_\_\_\_

☐ I have checked with my pet's microchip service and ensured that Humane Society Naples is added as an emergency contact.

☐ Photos Attached ☐ Medical History Attached Veterinarian: \_\_\_\_\_ Phone #: \_\_\_\_\_

## PLEASE INFORM

Person/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Other #: \_\_\_\_\_

## PET 5

Name: \_\_\_\_\_ Type of Animal: \_\_\_\_\_ ☐ Male ☐ Female Age: \_\_\_\_\_

Physical Description: \_\_\_\_\_

Where the pet is currently housed: \_\_\_\_\_

Microchip #: \_\_\_\_\_

☐ I have checked with my pet's microchip service and ensured that Humane Society Naples is added as an emergency contact.

☐ Photos Attached ☐ Medical History Attached Veterinarian: \_\_\_\_\_ Phone #: \_\_\_\_\_

## PLEASE INFORM

Person/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Other #: \_\_\_\_\_





# Behavioral Information

*Please attach a separate form for each pet.*

**Please describe your pet's preferences, likes, dislikes, phobias and habits:**

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**Please list verbal and nonverbal commands your pet responds to, as well as body language used to communicate:**

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**Does your pet respond to routine commands such as "sit," "stay" or "down"? If yes, please describe:**

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**What is your pet's daily routine? (Examples: walking, feeding, playing, bedtime, etc.)**

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**Is your pet allowed outside?** Yes ☐ No ☐

**Does your pet have free access to your home?** Yes ☐ No ☐

**Has your pet lived with children?** Yes ☐ No ☐

**Does your pet get along with children?** Infants: Yes ☐ No ☐ Ages 3+: Yes ☐ No ☐ Ages 9+: Yes ☐ No ☐

**Explain:** 

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**Has your pet lived with other pets?** Yes ☐ Dogs ☐ Cats ☐ Rabbits ☐ Birds ☐ Others: 

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No ☐



# Behavioral Information

*Please attach a separate form for each pet.*

Does your pet like other animals? Yes ☐ Dogs ☐ Cats ☐ Others: \_\_\_\_\_

No ☐

Explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Does your pet have any favorite toys or possessions? Yes ☐ No ☐

If yes, please describe the items and where they are kept: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Does your pet enjoy games such as fetch, tug-of-war, etc.? Yes ☐ No ☐

Please describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How is your pet when left alone? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How does your pet behave at your veterinarian's office? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How does your pet behave at the groomer? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Special Pet Care Instructions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Other Information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# Enrollment Form

*HUMANE SOCIETY NAPLES FOREVER PLAN FOR YOUR PET  
AGREEMENT AND ENROLLMENT FORM*

Pet Owner(s)/date(s) of birth:

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email Address(es): \_\_\_\_\_

Pet Name(s)/date(s) of birth, if known:

The Humane Society of Collier County, Inc. dba Humane Society Naples (“HSN,” “we” or “us”) wants to be a part of assisting you (“Pet Owner,” “you” or “I”) in providing for the care and treatment of your pet or pets (“pet”) in the event of your incapacity or death. We recognize how important your pet is to you. Your pet is also very important to us. After all, the sole reason for our existence is to provide care and to find homes for pets like yours. HSN has set up the Forever Plan for Your Pet program so that you can be sure that your pet will be cared for by us on a temporary basis until we can find a great home for your pet. What we ask in return is that you formally enroll in our program so that we can receive the transfer of your pet right away should the need arise and that you make a future gift provision to allow us to perform the shelter, adoption and veterinary services that pets receive upon coming into our care.

I have agreed to make a gift to HSN in the following amount and in the following manner as part of enrolling in the Forever Plan.

☐ HSN is the beneficiary under a funded pet trust created by Pet Owner in the amount of \$\_\_\_\_\_ [copy of provision attached].

☐ HSN is the payable on death or transfer on death beneficiary of Pet Owner under an account set aside for the benefit of HSN at \_\_\_\_\_ [name of institution holding the account] in the amount of \$\_\_\_\_\_ [copy of provision attached].

[ ] HSN is the beneficiary named under a life insurance policy or retirement plan with a benefit payable to HSN in the amount of \$\_\_\_\_\_ [copy of provision attached].

[ ] HSN is the named beneficiary under Pet Owner's last will and testament in the amount of \$\_\_\_\_\_ /as a \_\_\_\_\_% beneficiary [copy of provision attached].

I agree that I will provide directions to my executor, personal representative, trustee or other legal representative that payment of the amount listed above be made to HSN as soon as possible upon my incapacity or death. Also, I agree that my commitment to make a gift under any of the ways described above may be enforced by you, at your election, if necessary. I will provide documentation to HSN about any legal instruments or beneficiary designations I have established in relation to the Forever Plan.

I have provided information concerning my pet on the attached Pet Profile form, and I agree to update that information from time to time so that HSN will always know what pets I may have that will be entrusted to them.

Yes\_\_\_\_ or No \_\_\_\_: I have also signed a Limited Power of Attorney in favor of HSN to allow it to care for my pets in the event that I am permanently unable to do so because of illness, injury or incapacity. I will make other arrangements for pet care that may be required because of any short-term or temporary illness, injury or incapacity.

Witness Signature\_\_\_\_\_

**PET OWNER**

Print Name\_\_\_\_\_

\_\_\_\_\_

Witness Signature\_\_\_\_\_

Print Name\_\_\_\_\_

Print Name\_\_\_\_\_

Date\_\_\_\_\_

Witness Signature\_\_\_\_\_

**PET OWNER**

Print Name\_\_\_\_\_

\_\_\_\_\_

Witness Signature\_\_\_\_\_

Print Name\_\_\_\_\_

Print Name\_\_\_\_\_

Date\_\_\_\_\_

## Forever Plan for Your Pet: Services and Benefits

After enrollment, HSN agrees to do the following for your pet upon your death or incapacity:

- Receive your pet into our care.
- Provide food, shelter and veterinary care from HSN's veterinary staff.
- Act as caregiver in a guardianship role until a good home can be found for your pet and, whenever possible, place your pet in HSN's foster care program until that good home can be found.
- Match up your pet with a suitable adoptive home (and continue to do so in the event that the initial placement doesn't work out). Provide annual follow-up with the adoptive family.
- Provide basic ongoing veterinary care for your pet even after it has been adopted. *Senior dogs and cats will receive vouchers for basic care consistent with our Senior Dog and Cozy Cat programs which offer vouchers for up to two years of medical services. For a guarantee of basic veterinary care at our clinic beyond those programs, a minimum legacy gift of \$10,000 is required.*
- While HSN acts as caregiver, HSN will act as a caring and compassionate guardian (owner), treating your pet as much as possible in the manner that you would treat your pet. This could mean that HSN would have to make difficult decisions concerning the care and treatment of your pet that any compassionate and responsible pet owner must make from time to time in the best interests of his or her pet\*.

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\*Accordingly, it may be necessary to administer or to refrain from administering surgical treatment and medicines based upon your pet's health, age and other factors. Also, in connection with pet adoptions, HSN will follow its usual and customary practices with respect to spaying or neutering pets and inserting microchips.