

1 NAME
ADDRESS
2 TELEPHONE NUMBER
EMAIL
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4 **Notice:** Please contact an attorney to advise you of your rights upon an assessment of the facts in
your case before using this template stipulation. It is strongly advised that you contact a [family](#)
5 [law attorney](#) or a [divorce attorney](#) to consider all of your options.

6 Attorneys for Petitioner

7 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

8 **COUNTY OF RIVERSIDE**

9
10 [Name of Petitioner],

CASE NO.

11 Petitioner,

**STIPULATION FOR ORDER
AND ORDER THEREON RE: PET
ANIMAL CUSTODY AND
OWNERSHIP**

12 v.

13 [Name of Respondent],

14 Respondent.

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17 **THE PARTIES OF THE ABOVE-ENTITLED MATTER ENTER INTO THE
18 FOLLOWING STIPULATION RE PET ANIMAL CUSTODY AND OWNERSHIP:**

19 **I. CUSTODY AND OWNERSHIP OF [Description of Pet] (Pet's Name)**

20 1. Petitioner and Respondent shall share joint ownership of the [description of pet], [pet's
21 name], pursuant to Family Code Section 2605.

22 2. [Pet's name] is a "Pet animal" within the meaning of Family Code Section 2605, meaning
23 she/he is an animal that is community property and kept as a household pet.

24 3. Petitioner and Respondent shall share in the care and physical custody of [Pet's name]
25 according to the following schedule:
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- 1 a. [Insert Regular Schedule here] Example: On alternating weeks from 5 p.m.
2 Monday until 5 p.m. Thursday, commencing September 1, 2020.
- 3 b. Petitioner/Respondent shall have [Pet's name] at all other times, subject to the
4 provisions below.
- 5 4. [Pet's name] shall be housed indoors at night when in the custody of either party. In the
6 event either party becomes unwilling or unable to house [Pet's name] indoors at night, [Pet's name]
7 will automatically and immediately revert to the other party's custody and control without further
8 order of the court.
- 9 5. If at any time either party becomes unable to house [Pet's name] indoors at night, he/she
10 shall notify the other party of such, in writing, forthwith.
- 11 6. Both parties shall ensure the prevention of acts of harm or cruelty to [Pet's name], as
12 described in Section 597 of the Penal Code, and shall at all times provide for the provision of
13 food, water, veterinary care, and safe and protected shelter.
- 14 7. In the event either party seeks to give up his/her ownership/custody rights over [Pet's
15 name] to a third party, that party shall notify the other party in writing forthwith. The notified
16 party then has the first right and priority to take sole ownership/custody of [Pet's name] over any
17 third parties.
- 18 8. The parties shall share in the responsibility and confer in good faith on matters relating to
19 the health and welfare of [Pet's name].
- 20 9. Both parties shall notify the other party of the proposed move of [Pet's name]. The party
21 intending to move [Pet's name] must notify the other party 45 days prior to any planned change in
22 residence of [Pet's name]. The notification must state, to the extent known, the planned address of
23 [Pet's name], including the county and state of the new residence. The notification must be sent by
24 certified mail, return receipt requested.
- 25 10. Each party shall notify the other of the name and address of each veterinarian who
26 examines or treats [Pet's name]; such notification to be made within 3 days of the commencement
27 of the first such treatment or examination.

1 11. Both parties shall keep the other informed about the health, safety, and welfare of [Pet's
2 name].

3 12. Neither party shall make any major decisions, including housing and veterinary care, about
4 [Pet's name]'s health or welfare without first consulting the other party.

5 13. Each party is authorized to take any and all actions necessary to protect the health and
6 welfare of [Pet's name], including but not limited to consent to emergency surgical procedures or
7 treatment. The party authorizing such emergency treatment must notify the other party as soon as
8 possible of the emergency situation and of all procedures or treatment administered to [Pet's
9 name].

10 14. Each party will have access to [Pet's name]'s veterinary records and the right to consult
11 with those professionals providing services to [Pet's name].

12 15. Each party shall be designated as a person the veterinarian is to contact in the event of an
13 emergency.

14 16. Failure to comply with any of the provisions herein may subject the parties to civil or
15 criminal penalties.

16 17. The Court shall retain jurisdiction to enforce and/or modify the terms herein upon noticed
17 motion of either party.

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1 18. The parties herein agree that a Court Commissioner or Temporary Judge may sign this
2 Stipulation and Order.

3 19. The parties herein agree that a signature appearing via electronic transmission may have
4 the same full force and effect as an original signature.

5
6 **APPROVED AS TO FORM AND CONTENT:**

7
8 **DATE:** _____
9 _____
10 Petitioner

11 **DATE:** _____
12 _____
13 Respondent

14 **IT IS SO ORDERED:**

15 **DATE:** _____
16 _____
17 **JUDGE OF THE SUPERIOR COURT**