

Estate Planning for Minnesota Pets; Providing for Your Animal Friends After Your Death

Who will take care of your pets after your death?

While estate planning strategies to provide for surviving pets are more limited than they are for their human owners, there are a few things that you can do to provide for your pet's well being after your death.

- 1. Your Will can nominate one or more persons to care for your pets after your death,** pursuant to clauses similar to the following:

*My personal representative(s) shall deliver custody and ownership of my beloved dog, **Scooby** (hereinafter, "Scooby"), and my precious cat, **Boots** (hereinafter, "Boots") - if they are living at my death - to my trusted friends, Fred and Wilma Flinkstone, currently residing at 9 Rubblestone Court, Granite City, Minnesota, or to the survivor thereof, if one or both of them survive me.*

If both of my friends, Fred and Wilma Flinkstone, fail to survive me, or are otherwise unable to accept custody and ownership of either Scooby or Boots, my personal representative(s) shall deliver custody and ownership of Scooby and/or Boots to my sister Betty Ruble, and to her husband, Barney Ruble (providing that he is then married to Betty), currently residing at 10 Rubblestone Court, Granite City, Minnesota, if Betty Ruble survives me.

If Betty Ruble fails to survive me, or if Betty and Barney Ruble are otherwise unable to accept custody and ownership of Scooby and/or Boots, my personal representative(s) shall deliver custody and ownership of Scooby and/or Boots to such persons or organizations as my personal representative(s) determines to be best able to care for Scooby and/or Boots.

- 2. Your Will can provide a financial gift to the person or persons who agree to care for your pets after your death,** pursuant to a clause similar to the following:

My personal representative(s) shall distribute:

- ◆ *\$1,000.00 to the person or persons who, or to the organization which, accept(s) custody and ownership of Scooby - to be used for his care and maintenance,*
and
- ◆ *\$1,000.00 to the person or persons who, or to the organization which, accept(s) custody and ownership of Boots - to be used for her care and maintenance.*

- 3. Your Will can direct your personal representative(s) to care for your pets until they can be delivered to the ultimate caregivers for your pets,** pursuant to a clause similar to the following:

My personal representative(s) shall upon my death provide for the immediate care of my beloved dog, Scooby, and my precious cat, Boots - if one or both of such pets of mine are

living at my death - and shall as soon as possible after my death transfer custody and ownership of Scooby and/or Boots to the person or persons who are, or to the organization which is, entitled to their custody and ownership. I direct that my personal representative(s) be reimbursed for all costs of caring for Scooby and Boots until their custody and ownership can be transferred to the person or persons who, or to the organization which, accepts responsibility for their care.

4. Prior to your death, you can make a lifetime gift, or your Will can make a testamentary gift, or you can make both kinds of gifts, to an animal shelter or veterinary care institution which will either care for your pet, or locate a foster home for your pet, after your death.

Several Minnesota nonprofit agencies and educational institutions will either care for your pet, or locate a foster home for your pet, after your death, providing that such agencies or institutions are the recipient of either a lifetime gift, or a testamentary gift, of some specified minimum amount.

If you intend to have such a nonprofit agency or educational institution care for your pet after your death, the agency or institution should be identified in your Will as being entitled to receive custody and ownership of your pet pursuant to a clause similar to that found in paragraph 1 above.

Certain financial gifts to these nonprofit agencies and educational institutions may be tax deductible. However, you should verify the propriety of taking a tax deduction with respect to such gifts with your tax advisor.

Copyright 2009 - All Rights Reserved

Gary C. Dahle

Attorney at Law

2704 County Road 10
Mounds View, MN 55112

Phone: 763-780-8390

Fax: 763-780-1735

gary@dahlelaw.com

Legal Disclaimer

Information provided herein is only for general informational and educational purposes. **If you have a specific legal problem about which you are seeking advice, please consult with your own attorney.** Gary C. Dahle, Attorney at Law, is licensed to practice law only in the State of Minnesota, in the United States of America. Therefore, only those persons interested in matters governed by the laws of the State of Minnesota should consult with, or provide information to, Gary C. Dahle, Attorney at Law, or take note of information provided herein.

Nothing herein will be deemed to be the practice of law or the provision of legal advice. Clients are accepted by Gary C. Dahle, Attorney at Law, only after preliminary personal communications with him, and subject to mutual agreement on terms of representation. Gary C. Dahle, Attorney at Law, provides the <http://www.dahlelaw.com> web site and its contents on an "as is" basis, and makes no representations or warranties concerning site content or function, including but not limited to any warranty of accuracy, completeness, or currency.