

LOAN AGREEMENT

This Loan Agreement, entered into by:

Walter D. Stone Memorial Zoo (loaning institution)

and

Burnet Park Zoo, Syracuse, NY (receiving institution)

Concerning the following animal:

"Babe" a female Asian elephant, elephas maximus

Identification:

Age-28 yrs. Weight-9,000 lbs. approx. Left hind leg "short"

A. Type of Loan: breeding loan

B. The above described specimen is owned by:

Walter D. Stone Memorial Zoo - Metropolitan District Commission

20 Somerset Street  
Boston, Massachusetts

C. Obligations of the Loaning Institution

1. It is agreed that in the event of disease, injury or death of the specimen the receiving institution, its agents and employees will be free of all responsibility to the loaning institution and no claim of any kind will be made against same.
2. Any historical information regarding the past performance of this specimen, its diet, medical history, origin or other details will be made available upon request.
3. In the event of intention to sell, trade or otherwise dispose of the animal, the receiving institution would be given the first option (refusal).

D. Obligations of the Receiving/Borrowing Institution

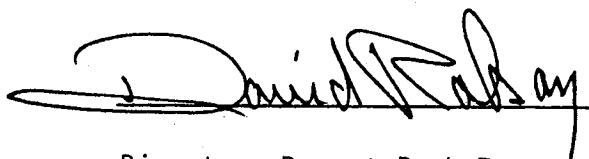
1. Prior to return of the animal, the loaning institution will be given at least 30 days notice.
2. In the event of any viable young being born either during the term of this agreement or within a period measured by the normal gestation period of the particular species after termination of this agreement, the young will remain the property of the receiving institution.
3. The loaning institution will be notified within 24 hours of mortality of the specimen, serious illness, or animal's escape (even if recaptured).
4. In the event of the specimen being subjected to high-risk veterinary or husbandry procedures, surgery or chemical immobilization, permission must be obtained from the Director or appropriate Curator of the loaning institution in advance. This requirement is waived in the event of an emergency.
5. The specimen described in this document will not be transferred to another location outside the institution's contiguous property without first notifying the loaning institution.
6. Research projects in which the animal may be subjected to manipulation and stress are not to be undertaken without prior written permission from the loaning institution.
7. An annual status report on the animal shall be sent to the loaning institution before January 30th of each year.
8. The loaning institution shall be acknowledged in any publications, popular or scientific, where the animal in this agreement is involved.
9. A copy of health, breeding, mortality and post-mortem records will be forwarded to the loaning institution upon termination of loan.
10. It will be the responsibility of the receiving institution to provide information to the loaning institution regarding studbook and performance records. (The loaning institution is responsible for providing information to appropriate studbooks and record-keeping systems, regarding those specimens to which it has title).

E. Mortality:

The limitations of responsibility of the receiving institution in the event of mortality includes the following:

1. A complete and detailed autopsy report will be sent to the loaning institution.
2. The carcass and its parts remain the property of the loaning institution. The autopsy will be conducted in such a way that the specimen will be suitable for a study collection or for taxidermy, and will be properly preserved and the loaning institution contacted as to proper disposition.

F. The loaning institution or the receiving institution shall have the option of terminating this agreement at any time in writing, giving the other 30 days prior notice.



Director, Burnet Park Zoo



Executive Director  
Metropolitan Boston Zoos

Date 4/2/85

Date 5/6/85

Date Animal Shipped: \_\_\_\_\_

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December 3, 1990

Motion Made By Mr. Haley, Mr. Pickard Resolution No. 000418

ACCEPTING A DONATION OF A FEMALE ASIAN ELEPHANT FROM THE FRIENDS OF BURNET PARK ZOO

WHEREAS, elephants are a major attraction at the Burnet Park Zoo bringing enjoyment to hundreds of thousands of visitors each year; and

WHEREAS, the Onondaga County Legislature is a firm supporter of the exhibits and program services offered to the public by the Burnet Park Zoo and wishes to continue the nationally acclaimed elephant management program at the zoo; and

WHEREAS, the Burnet Park Zoo recognizes that elephants thrive best in a social setting and that a third female elephant would be an ideal addition for the health and well-being of the zoo's elephant herd; and

WHEREAS, the Friends of the Burnet Park Zoo have received a major donation from the Anheuser-Busch Brewery, Baldwinsville, New York expressly for the purchase of TARGA, a female Asian elephant, for the Burnet Park Zoo; and

WHEREAS, the Friends of the Burnet Park Zoo are desirous of donating this elephant to the Burnet Park Zoo thereby benefiting the elephant program of the zoo as well as adding to the enjoyment of visitors to the zoo; now, therefore be it

RESOLVED, that Onondaga County herewith accepts a donation from the Friends of the Burnet Park Zoo of TARGA, a female Asian elephant for the Burnet Park Zoo.

**ADOPTED**

DEC 03 1990

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF LEGISLATION DULY ADOPTED BY THE COUNTY LEGISLATURE OF ONONDAGA COUNTY ON THE

3rd DAY OF December 1990

*Nancy J. Skahan*  
ONONDAGA COUNTY LEGISLATURE  
ONONDAGA COUNTY, NEW YORK

A G R E E M E N T

THIS AGREEMENT, made this 19 day of April, 1985, by and between ROBERT SMOKEY JONES, 49088 Jefferson, New Baltimore, Michigan, 48047, hereinafter called the "Seller," and the FRIENDS OF BURNET PARK ZOO, INC., hereinafter called the "Buyer";

W I T N E S S E T H:

IN CONSIDERATION of the mutual promises and agreements herein contained, the above mentioned parties contract as follows:

I. DESCRIPTION AND QUANTITY

The Seller agrees to sell to the Buyer and the Buyer agrees to buy and accept one (1) male elephas maximus (Asian elephant), 13 years of age.

II. DELIVERY

The Buyer agrees to contract independently with a third party for the transportation of said animal from Marine City, Michigan to Syracuse, New York. The Buyer's transport agent shall load said animal at Active Marina, Marine City, Michigan, on a date to be mutually agreed upon by the Seller and Buyer. The risk of loss due to injury to the elephant during transport shall be the responsibility of the Seller until acceptance of the elephant by the Buyer in Syracuse, New York.

III. PRICE

The Buyer agrees to pay the Seller for said animal the sum of fifteen thousand dollars (\$15,000.00) in the form of a cashier or certified check.

IV. METHOD OF PAYMENT

Buyer agrees to pay in full the aforementioned price of fifteen thousand dollars (\$15,000.00):

1. Upon taking possession of said animal at the Burnet Park Zoo, Syracuse, New York;
2. Upon acceptance of said animal by David Raboy, Director of the Burnet Park Zoo, and Dr. Lisa Jensen, Burnet Park Zoo Veterinarian; and
3. Upon receipt of a Veterinary Health Certificate, and a written stool and blood examination, signed by a licensed veterinarian, stating that the animal is in good health and in good physical condition. Said documentation to be delivered to the Buyer upon taking possession of the animal.

## V. TITLE

Title to said animal shall remain with the Seller until the aforesaid consideration of fifteen thousand dollars (\$15,000.00) has been fully paid to the Seller.

## VI. WARRANTY

Buyer acknowledges that Seller has made no warranties concerning the condition of the elephant other than at the time of delivery to Buyer, that the elephant will be in "good health." "Good health" means that Seller is not aware of any diseases, injuries, or physical problems existing with the elephant which significantly affects its health or would reasonably be expected to affect its normal life span.

Seller represents and warrants that he is the sole owner of said animal and that he owns said animal free and clear of all encumbrances.

## VII. INSPECTION

Buyer shall have the right to inspect the animal at the Burnet Park Zoo, Syracuse, New York, before accepting it and expressly reserves the right to reject said animal if it is not in good health or in good physical condition at the time of said inspection. Said inspection shall include an evaluation by Dr. Lisa Jensen.

## VIII. CONDITION PRECEDENT

Buyer's obligations as provided for herein are expressly conditioned upon the County of Onondaga successfully acquiring all permits and approvals required by state and federal law in order to legally effectuate the subject sale and transfer across state lines. If the County of Onondaga is unable to obtain the required state and federal permits within ~~one hundred twenty (120)~~ <sup>90</sup> days of execution of this Agreement, then this Agreement shall be null and void.

## IX. ADDITIONAL CONCURRENT CONDITIONS

1. Seller agrees to provide all necessary documentation which may be related to the acquisition of all necessary state and federal permits as requested by Buyer.
2. Buyer covenants and agrees to indemnify, defend and hold harmless the Seller, his agents and employees from claims brought against the Seller, his agents and employees arising out of or alleged to arise out of the negligence of the Buyer, its officers, agents and employees occurring after Buyer takes possession of the aforesaid elephant.

## X. ENTIRE AGREEMENT

This Agreement is intended by the parties as a complete and exclusive statement of the terms of their Agreement. It supersedes all prior agreements, written or oral. This Agreement can be modified only by a writing signed by both parties or their duly authorized agent.

XI. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officer or the individual party and they have hereunto set their hands the day and the year above written.

SELLER

By: Robert Smokey Jones  
Robert Smokey Jones

WITNESS AS TO SELLER

John B. Moore  
April 19, 1985  
Date

BUYER

FRIENDS OF BURNET PARK ZOO, INC.

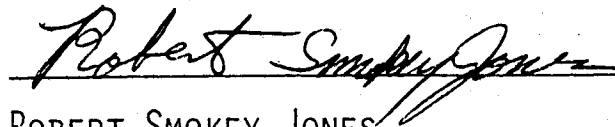
By: David B. Liddell  
David B. Liddell, Secretary

WITNESS AS TO BUYER

Gary C. Spack  
April 23, 1985  
Date

SOLD THIS DAY 24 JUNE 1985 BY ROBERT SMOKEY JONES  
ONE MALE ASIAN ELEPHANT TO THE BURNET PARK ZOO,  
SYRACUSE, NY.

PAYMENT OF \$15,000 IS THIS DAY MADE IN FULL.

  
ROBERT SMOKEY JONES

  
DAVID RABOY, DIRECTOR

A G R E E M E N T

THIS AGREEMENT, made this 15<sup>th</sup> day of June, 1984,  
by and between the FRIENDS OF BURNET PARK ZOO, INC., hereinafter called the  
"Seller," and the BUFFALO ZOOLOGICAL SOCIETY, INC., hereinafter called the  
"Buyer";

W I T N E S S E T H:

IN CONSIDERATION of the mutual promises and agreements herein  
contained, the above mentioned parties contract as follows:

I. DESCRIPTION AND QUANTITY

The Seller agrees to sell and deliver to the Buyer and the Buyer agrees to  
buy and accept one female elephas maximus (Asian elephants) approximately 27  
years of age.

II. DELIVERY

The Seller agrees to deliver said elephant to the Buyer at the Buffalo  
Zoological Park, Delaware Park, Buffalo, New York. Delivery date to be  
mutually agreed upon between Buyer and Seller. Upon acceptance of said  
animal Buyer agrees to pay all reasonable costs of transportation to the  
aforesaid place of delivery from Myakka City, Florida, or reimburse Seller  
for all reasonable costs incurred in transporting said animal up to a  
maximum of one thousand dollars (\$1,000.00).

III. PRICE

The Buyer agrees to pay the Seller for said animal the sum of thirty-four  
thousand dollars (\$34,000.00) on the date and at the place of delivery.  
Said thirty-four thousand dollars (\$34,000.00) is in addition to the  
aforesaid cost for transportation.

IV. METHOD OF PAYMENT

Buyer agrees to pay in full the aforementioned price of thirty-four thousand  
dollars (\$34,000.00):

1. Upon taking possession and acceptance of said animal on the date and at  
the place of delivery.

V. INSPECTION

Buyer shall have the right to inspect the animal at the time and place of  
delivery before accepting it and expressly reserves the right to reject said  
animal if it is not in good health or in good physical condition at the time  
of said inspection. When Dr. Allen Prowten, D.V.M., advises the Director of  
the Burnet Park Zoo as to the good health and physical condition of said  
animal at the time of delivery, said certificate shall be deemed an  
acceptance by the Buyer.

VI. CONDITION PRECEDENT

1. The Seller's obligations as provided for herein are expressly conditioned upon the County of Onondaga successfully acquiring all permits and approvals required by state and federal law in order to legally effectuate the subject sale and transfer across state lines.
2. The Seller's obligations as provided for herein are also expressly conditioned upon successful delivery and acceptance by the Seller of said animal from Christiani Elephants, Inc.

VII. CONDITION SUBSEQUENT

The Buyer agrees not to transfer title of said animal to any circus, carnival or other similar traveling show.

VIII. ADDITIONAL CONCURRENT CONDITIONS

1. Seller agrees to provide at no additional cost any items such as stands, blankets, chains and similar items provided by Christiani Elephants, Inc., which will ease the transition of ownership of the animal.
2. Buyer agrees to secure all necessary permits pertaining to the legal transfer of said animal within the State of New York.
3. Buyer agrees to provide the services of a licensed veterinarian to advise David Raboy, Director of the Burnet Park Zoo, at the aforesaid time and place of delivery, as to the physical and medical conditions of two female elephas maximus (Asian elephants), ages 7 and 27.
4. Buyer agrees to take possession of, house, feed, care for, and maintain one (1) female elephas maximus (Asian elephant), age 7, to be delivered to the Buffalo Zoological Society, Inc., at the aforesaid time and place of delivery. Said services to be provided at no additional cost until June of 1985 at which time the elephant is to be released to appropriate officers and/or employees of the County of Onondaga.

IX. ENTIRE AGREEMENT

This agreement is intended by the parties as a complete and exclusive statement of the terms of their agreement. It supercedes all prior agreements written or oral. This agreement can be modified only by a writing signed by both parties or their duly authorized agent.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by its duly authorized officer and individual parties have hereunto set their hands the day and the year above written.

FRIENDS OF BURNET PARK ZOO, INC.

By: William J. Fraser

BUFFALO ZOOLOGICAL SOCIETY, INC.

By: Mont H. Costolani

STATE OF New York  
COUNTY OF ERIC ss.:  
CITY OF BUSGARD

On this 6<sup>th</sup> day of June, 1984, before me personally appeared MINOT ORTOLANI, to me personally known, who, acknowledged that HE resides in BUSGARD, that HE is the DIRECTOR of THE ZOOLOGICAL SOCIETY OF BUSGARD the corporation described in and which executed the within instrument, and that the instrument was executed pursuant to the authority in        vested.

JACKIE CULLITON  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires March 30, 1984

Jackie Culliton  
Notary Public

STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) ss.:  
CITY OF SYRACUSE )

On this 15<sup>th</sup> day of JUNE, 1984, before me personally appeared WILLIAM J. FRASER, to me personally known, who, acknowledged that HE resides in FAYETTEVILLE, N.Y., that HE is the PRESIDENT of THE FRIENDS OF BURNET PARK ZOO INC. the corporation described in and which executed the within instrument, and that the instrument was executed pursuant to the authority in        vested.

Janette Crumaw  
Notary Public

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A G R E E M E N T

THIS AGREEMENT, made this 26 day of June, 1984, by and between CRISTIANI ELEPHANTS, INC., hereinafter called the "Seller," and the FRIENDS OF BURNET ZOO, INC., hereinafter called the Buyer";

W I T N E S S E T H :

IN CONSIDERATION of the mutual promises and agreements herein contained, the above mentioned parties contract as follows:

I.

DESCRIPTION AND QUANTITY. The Seller agrees to sell and deliver to the Buyer, and the Buyer agrees to buy and accept, two female elephas maximus (Asian elephants), ages 7 and 27, respectively.

II.

DELIVERY. The Seller agrees to deliver said elephants to the Buyer at the Buffalo Zoological Park, Delaware Park, Buffalo, New York. Delivery date to be mutually agreed upon between Buyer and Seller. Seller agrees to assume all risk of loss until said animals are accepted by Buyer; Buyer agrees to pay all reasonable costs of transportation of said animals to the Buffalo Zoological Park, Buffalo, New York, from Myakka City, Florida, up to but not exceeding three thousand dollars (\$3,000.00). Said three thousand dollars (\$3,000.00) to be paid to the Seller within ten (10) days of execution of this Agreement. It is agreed that said three thousand dollars (\$3,000.00) will be used by Seller solely for the complete transportation costs attendant with Seller's agreement to convey the elephants from

of a cashiers or certified check, on the date and at the place of delivery, subject to the following conditions contained in the METHOD OF PAYMENT.

IV.

METHOD OF PAYMENT. Buyer agrees to pay in full the aforementioned price of seventy thousand dollars (\$70,000.00):

1. Upon taking possession of said animals on the date and at the place of delivery; and
2. Upon acceptance of said animals by David Raboy, Director of the Burnet Park Zoo; and
3. Upon receipt of a Health Certificate signed by a licensed veterinarian stating that both animals are in good health and in good physical condition; and

V.

TITLE. Title to said animals shall remain with the Seller until the aforesaid consideration of seventy thousand dollars (\$70,000.00) has been fully paid to the Seller.

VI.

WARRANTY. Buyer acknowledges that Seller has made no warranties concerning the condition of the two elephants other than at the time of delivery to Buyer, that the elephants will be in "good health." "Good health" means that Seller is not aware of any diseases, injuries, or physical problems existing with either of the two elephants which significantly affect their health or would reasonably be expected to affect their normal life span.

Seller represents and warrants that it is the sole owner of said animals and that it owns said animals free and clear

if they are not in good health or in good physical condition at the time of said inspection. Said inspection shall include an evaluation by Dr. Allan Prowten, D.V.M.

VIII.

CONDITION PRECEDENT. The Buyer's obligations as provided for herein are expressly conditioned upon the County of Onondaga successfully acquiring all permits and approvals required by state and federal law in order to legally effectuate the subject sale and transfer across state lines. If the County of Onondaga is unable to obtain the required state and federal permits within ninety (90) days of execution of this agreement, then this agreement shall be null and void.

IX.

SPECIAL AGREEMENT NOT TO TRANSFER OWNERSHIP OR TO SEPARATE

*Handwritten:* J.C. *at Buffalo and the BAZ*

ELEPHANTS Buyer acknowledges that Seller has been induced to sell the two elephants to Buyer because of the particularly appealing and desirable living and care conditions which Buyer has represented ~~it~~ *de d* will provide for the elephants, to-wit: that the elephants will be housed and maintained at the Buffalo Zoo for approximately one (1) year after delivery of possession, and then ~~transferred~~ *transferred* to the Burnet Zoo Park where they will be housed and maintained, ~~permanently~~ *the other to remain at the B. Inf. Zoo Park.* Furthermore, Buyer agrees that it will, under no condition, deliver possession of either of the elephants to Steve Martin or Martin Dinnes, with whom Seller previously had a contract to sell these elephants. Wherefore, Buyer warrants and agrees that it shall not, without the Seller's prior written consent, sell, transfer, lease, or in any manner, deliver possession of either of the two elephants

*J.C.* any party other than those prohibited herein, Seller shall have a right of first refusal. Buyer further agrees that in recognition of the acknowledgments contained herein, that in the event Buyer does deliver or transfer possession of either elephant as prohibited herein, without Seller's written consent, that the Seller will be damaged in an undeterminable amount; and the parties stipulate and agree that such damages sustained by the Seller would be in the amount of twenty thousand dollars (\$20,000.00) per elephant and that the Buyer will pay to the Seller said amount as stipulated and agreed upon as liquidated damages. *S.L.*

X.

ADDITIONAL CONCURRENT CONDITIONS. (1) Seller agrees to provide, at no additional cost, miscellaneous pedestal stands, blankets, chains and similar items which will ease the transition of ownership for the animals, particularly those items which in the Seller's judgment, provide familiarity for the animals.

(2) Seller agrees to assist the elephant keepers with the transition of possession for a reasonable period not less than, at Buyer's option, five (5) days from the date of delivery. Related costs shall be considered as part of delivery as stipulated herein.

(3) Seller agrees to provide all necessary documentation which may be related to the acquisition of all necessary state and federal permits as requested by Buyer.

XI.

ENTIRE AGREEMENT. This Agreement is intended by the parties as a complete and exclusive statement of the terms of their agreement. It supercedes all prior agreements, written

the State of Florida and the parties stipulate and agree that any action brought in reference to any dispute arising out of this Agreement shall be brought and maintained in the Circuit Court in and for Sarasota County, Florida.

XIII.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and enure to the benefit of the parties hereto, their legal representatives, successors and assigns.

XIV.

ASSIGNMENTS. Buyer's rights and obligations under this Agreement may not be assigned to any other person or entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by its duly authorized officer and individually parties have hereunto set their hands the day and the year above written.

Witnesses:

Karen S Bennett

Frances P. Bow  
As to Seller

CRISTIANI ELEPHANTS, INC.

By Irene Cristiani  
Irene Cristiani  
Seller

DATED: June 26, 1984

\_\_\_\_\_

\_\_\_\_\_  
As to Buyer

FRIENDS OF BURNET PARK ZOO, INC.

By \_\_\_\_\_  
Buyer

DATED: \_\_\_\_\_