

Breeding Loan Agreement

WHEREAS, the Memphis Zoo & Aquarium and Tulsa Zoological Park are concerned with the preservation and propagation of wild animals, and,

WHEREAS, Memphis Zoo & Aquarium, hereinafter called the Loaning/Borrowing Party, and Tulsa Zoo hereinafter called the Loaning/Borrowing Party agree to the following breeding loan:

1. The Loaning Party has loaned to the Borrowing Party the following animal (s) for the sole purpose of propagation:
1/0 Asian Elephant (5-6 yrs. old)

2. The Borrowing Party agrees to provide necessary housing, food and veterinary care for the specimen/specimens to the best of its ability. In the event of serious disease or injury or death of the specimen/specimens, the Borrowing Party will promptly apprise the Loaning Party of the condition and consult with them.
3. The Borrowing Party will attempt to breed the specimen/specimens and any viable young produced by such breeding and born or hatched either during the term of this agreement or within a period after termination of this agreement measured by the normal gestation or incubation period of the particular specimen/specimens will be divided equally for each sex between the two parties. The Borrowing Party will be the owner of the first, third, fifth, and so forth of the viable young for each sex. The Loaning Party will be the owner of the second, fourth, sixth, and so forth of the viable young for each sex. Each party shall be responsible for all shipping expenses on transfer of young owned by them.
4. This agreement will remain in effect until terminated mutually. Both parties shall have the option of terminating this agreement prior to said date by giving the other party 90 days written notice.

Breeding Loan Agreement

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5. All transportation charges in shipping the specimen/ specimens to the Borrowing Party will be borne by the Borrowing Party. Transportation expenses for returning the animal (s) to the Loaning Party will be borne by the Loaning Party.
6. Neither this agreement nor any rights or privileges granted hereunder shall be assigned without prior written consent of the parties hereto.
7. The Borrowing Party hereby agrees to provide the Loaning Party with a written report on each anniversary of the signing of the agreement which lists the number of viable young produced by breeding and born or hatched during the previous year and a list of specimen/specimens which died during the preceding year along with the cause of death wherever possible.
8. The Borrowing Party assumes all liability responsibility for any personal injury or property damage due to any accident, escape or mishap resulting from this breeding loan.
9. Exceptions to the above paragraphs are as follows:

None

Executed this 1st day of November 19 77, by

Date 11/1/77



Charles G. Wilson, Director
MEMPHIS ZOOLOGICAL GARDENS

Date _____

(Executed on next page.)

LOAN AGREEMENT between TULSA ZOOLOGICAL PARK - CITY OF TULSA, OKLAHOMA

and

MEMPHIS ZOO AND AQUARIUM, TENN.

DATE: NOV 18 1977

DATE: _____

CITY OF TULSA, OKLAHOMA
for the Tulsa Zoological Park:

(Executed on previous page.)

Robert G. Fortune
Title: Mayor

Loaning Party

ATTEST:

[Signature]
Title: City Auditor

APPROVED:

[Signature]
Title: Chairman, Park and Recreation
Board of the City of Tulsa

APPROVED:

[Signature]
Title: City Attorney

APPROVED:

[Signature]
Title: Superintendent
Tulsa Zoological Park



96MZA144

BREEDING LOAN AGREEMENT

October 30, 1996

WHEREAS, the Memphis Zoo and Aquarium; 2000 Galloway Avenue; Memphis, TN 38112-9990 and Tulsa Zoo and Living Museum; 5701 E. 36th Street, North; Tulsa, OK 74115-2110 are concerned with the preservation and propagation of wild animals, and ,

WHEREAS, the Memphis Zoo and Aquarium, hereinafter called the Loaning Party, and to Tulsa Zoo and Living Museum thereafter called the Borrowing Party, agree to the following breeding loan:

1. The Loaning Party has loaned to the Borrowing Party the following animal (s) for the sole purpose of propagation:

0.1 Asian Elephant , ISIS #0252

2. The Borrowing Party agrees to provide necessary housing, food and veterinary care for the specimen (s) to the best of its ability. In the event of serious disease or injury or death of the specimen (s), the Borrowing Party will promptly apprise the Loaning Party of the condition and consult with them.
3. The Borrowing Party will abide by AZA SSP recommendations for the specimen (s) and any viable young produced by such breeding and born or hatched either during the term of this agreement or within a period after termination of this agreement measured by the normal gestation or incubation period of the particular specimen (s) will be property of the borrowing party.
4. This agreement will remain in effect indefinitely.
5. All transportation charges in shipping the specimen (s) to the Borrowing Party will be borne by the loaning party.



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Memphis Zoological Society

2000 Galloway

Memphis, Tennessee 38112

(901) 276-WILD

FAX 725-9305

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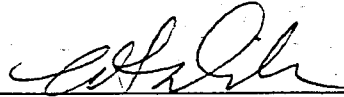
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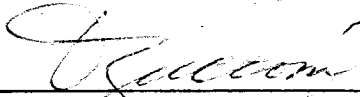
6. Neither this agreement nor any rights or privilege granted hereunder shall be assigned without prior written consent of the parties hereto.
7. The Borrowing Party hereby agrees to provide the Loaning Party with a written report on each anniversary of the signing of the agreement which lists the number of viable young produced by breeding and born or hatched during the previous year and a list of specimen (s) which died during the preceding year along the cause of death wherever possible.
8. The Borrowing Party assumes all liability responsibility for any personal injury or property damage due to any accident, escape or mishap resulting from this breeding loan.

Agreement signed this 30th day of October, 1996, by



Charles G. Wilson, Director
Memphis Zoo & Aquarium
2000 Galloway Avenue
Memphis, TN 38112-9990

Date



Dave Zucconi, Director
Tulsa Zoo and Living Museum
5701 E. 36th Street, North
Tulsa, OK 74115-2110

1-21-97
Date

PLEASE SIGN AND RETURN ORIGINAL
ATTEN: C. JACKSON; MEMPHIS ZOO; 2000 GALLOWAY; MEMPHIS, TN 38112-9900