

Breeding loan agreement with Silver Pine Aviaries,
Peter Karsten, Denman Island ,B.C. V0R1T0 , Canada.

This agreement is made in triplicate this day of, 20....

BETWEEN:

Aviary owner Peter Karsten, herein after called “ the owner “..... of the first part

AND

Avian Breeder, herein after called ” the breeder”

address :.....of the second part

Witness that:

The owner operates and maintains the Silver Pine Aviaries; and the owner and the breeder are interested in the conservation breeding of avian species in *ex situ*; and the owner has agreed to loan

.....to the breeder for a 3 year, renewable breeding loan for the purpose of reproducing the species to the best of his/her ability under certain terms and conditions.

THE TERMS and CONDITIONS:

1.The Owner shall:

- a) lend the breeder
- b) arrange transportation of the bird(s) to the breeder at the breeder’s expense;
- c) provide ID, studbook number, lineage information and medical history;
- d) pay return transportation of said bird(s) and progeny due to the owner under the loan agreement;
- e) provide consultation and advice to assist the breeder;

2. The Breeder shall :

- a) provide and pay for all necessary housing ,food and veterinary care for the said bird(s) during the loan period;
- b) make best efforts to breed the said bird(s) in accordance with accepted procedure;
- c) obtain literature on the husbandry of the said birds. “Pekin Robins and Small Softbills: management and breeding” . 2007, ISBN -13 978 -0-8839- 606-8.; from Hancock House Publishers Ltd. or other comparable literature;
- d) provide diet and health care procedures intended for the said bird(s)
- e) submit all data on breeding activities of the said bird(s) ;
- f) divide the progeny as follows: the owner to receive 1,2,3 female and 2,4,6 male live offspring ; the breeder to receive 4,4,6 female and 1,3,5 male offspring , to alternate in this manner;

- g) not assign the whole or any part of this agreement or move the bird(s) from his/her facility without the prior written approval of the owner;
- h) comply with all applicable Federal, Provincial, Municipal laws, rules, regulations and bylaws with regards to the use and transportation of said bird(s) and shall indemnify the owner for any failure so to do;
- i) the breeder hereby agrees to hold harmless the owner, his employees, volunteers and family against any and all claims of them, including, without limitations, any claims for personal injury or wrongful death or property damage or damage to the animal, or other losses, costs and expenses arising out of or in connection with this Breeding Loan Agreement.

3. Termination

It is hereby understood and agreed that this agreement may be terminated at any time by either party giving sixty (60) days notice in writing and such notice having been given the Agreement shall terminate at the end of the sixty day period subject to the provision that the breeder's liability and responsibility continue until the bird(s) are returned to the owner.

4. This agreement shall endure to the benefit of, and binding upon, the parties and their respective successors and authorized assigns.

Signed : (sign and print name)

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The Breeder

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Peter Karsten

The Owner