



282/19/7

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ANIMAL BREEDING LOAN AGREEMENT

No. 360-19-082

**Zoologická zahrada hl. m. Prahy, příspěvková organizace
U Trojského zámku 120/3, 171 00 Praha 7 - Troja
Czech Republic**

**represented by director Mgr. Miroslav Bobek
(hereinafter referred to as the Prague Zoo)**

and

**Markus Auer
Radberger Str. 14b, 01328 Dresden
Germany**

(hereinafter referred to as the Recipient)

conclude the following Agreement:



**Zoologická zahrada hl. m. Prahy
U Trojského zámku 120/3
171 00 Praha 7 - Troja
Czech Republic**

Tel. [REDACTED]
Fax: [REDACTED]
E-mail: [REDACTED]
Web: www.zoopraha.cz

IČ: 00064459
DIČ: CZ00064459



Hlavní město Praha – Říkávatel Zoo Praha



1. The Prague Zoo puts at the disposal of the Recipient the following animals for breeding and for associated display purposes:

Sex (M,F)	Species	Born	Local ID	ID/Ring	ARKS ID
0,0,2	Borneo Earles monitor (<i>Lanthanotus borneensis</i>)	27.9.2016	U5	X	160478
		5.10.2016	U6	X	160479

(hereinafter referred to as the Animals)

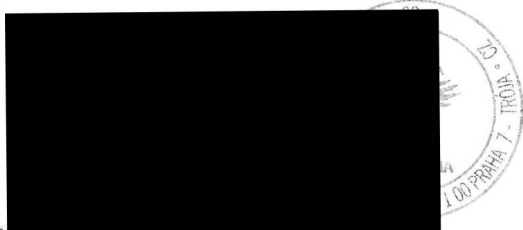
2. The Animals will be transported by 30.7.2019
3. The Recipient is required to cover all transport costs.
4. The Prague Zoo confirms that it is the owner of the Animals.
5. The Recipient acknowledges that the Animals are and remains the property of the Prague Zoo for the duration of this contract.
6. The breeding loan to the Recipient is free of charge.
7. The Prague Zoo provides no warranty as to the health of the Animals. The Prague Zoo assures that it is not aware of the Animal's having any diseases or contagious diseases. The Animals will be delivered in a good state of health, without any clinical symptoms of disease. The Recipient is entitled at its own expense to make health checks at any time.
8. The Recipient is required to inform the Prague Zoo of all requirements of the relevant authorities to import the Animals to the country/region of its residence.
9. The Animals will be delivered with a valid veterinary certificate and other documents respecting all requirements given by the exporting country and by the importing country as reported by the Recipient (see Point 8).
10. The Recipient is required to ensure the Animals with adequate housing, diet, veterinary care and other necessities conducive to the well-being of the Animals, all at its own expense. The Prague Zoo will provide specific information pertaining to the Animals, if any.
11. Recipient is obliged to inform the Prague Zoo about the condition of the Animals at least once every 6 months and about any offspring. The Prague Zoo must be immediately notified by the Recipient in case of death any of the Animal. In such case, the Recipient is required to send a post-mortem report to the Prague Zoo within reasonable time.
12. Prague Zoo will be free of any responsibility for personal injury or damage to property due to any accident, escape or mishap resulting from this loan.
13. Ownership of any possible offspring will be a matter of a separate agreement.
14. The Recipient is explicitly not permitted to use the Animals for any purposes other than those specified in this Agreement. The Recipient is not entitled to transfer the Animals to another location without written permission from the Prague Zoo.
15. Upon delivery of the Animals, a hand-over certificate will be completed. The Recipient will scan the signed hand-over certificate and will send it via e-mail to the Prague Zoo within 24 hours / will hand it to the Prague Zoo representative at the time of transfer.



16. The Agreement lasts for an indefinite period. Either contracting party may terminate this Agreement by giving the other party written notice one month prior to the effective date of the proposed termination. Upon agreement by both parties, the Animals can be returned anytime.
17. The Prague Zoo is entitled to cancel the Agreement with the Recipient with immediate effect in the following eventualities:
 - a) The Prague Zoo requires the Animals due to unforeseen circumstances or
 - b) There is a breach of the Agreement in particular if the Animals are incorrectly looked after or if the Animal are transferred to a third party without authorisation or if the Animals are endangered due to neglect.
18. If the Animal are going to be returned to the Prague Zoo prior to the date specified in the Agreement, the transport costs will be covered by the party which initiated the termination of the Agreement. If the Agreement is cancelled due to point 17 b), the transport costs will be covered by the Recipient.
19. Two originals of this agreement are executed, one for each Party.
20. Rights and obligations of the parties that are not explicitly defined in this agreement shall be governed by the relevant provisions of the Civil Code of the Czech Republic. While this agreement has been executed in English, it is subject to the laws of the Czech Republic only.
21. Any changes and additions to this Agreement are only valid if in written form.
22. The Contracting Parties agree with publication of this agreement in its entirety including personal data contained in the contract, as well as of the acts and circumstances associated with this agreement, or with provision of information to third parties about this agreement or the essential parts of this agreement, under the conditions defined in Act No. 106/1999, free access to information, in the version current at the date of request for information or publication, and also declare that none of the contents of the contract shall be considered as trade secret.
23. The Recipient acknowledges that the Prague Zoo is bound by the Act No. 340/2015, Register of contracts, and agrees that the text of this contract/ appendix and concerned contract will be published through the Prague Zoo in Register of contracts.
24. Any difference or dispute arising out of the interpretation and/or implementation of this Agreement shall be settled amicably through consultation and/or negotiations between the parties.

Date: 27-05-2019

Date: 23. June 2019



Prague Zoo
Mgr. Miroslav Bobek
Director



Markus Auer