

4001 SW CANYON ROAD | PORTLAND, OREGON 97221-2799 | TEL 503 226 1561

OZ USDA:	92-C-0001	USDA:	93-C-0066
AZA:	IN-5231600	AZA:	Related Facility
OZ CBW:	MA677662-0	CBW:	
mnemonic:	PORTLAND	mnemonic:	PERRIS



**BREEDING LOAN AGREEMENT** between

**Oregon Zoo, 4001 SW Canyon Road, Portland, Oregon 97221-2799**  
Contact: Mike Keele, Deputy Director,

and  
**Have Trunk Will Travel, 27575 Highway 74, Perris, California 92570**  
Contact: Gay Johnson, Owner,

Oregon Zoo, herein called the Recipient, and Have Trunk Will Travel, herein called the Owner, agree to the following concerning the loan of the following specimen:

Common and scientific name, ISIS number, studbook number, birth information:

1.0.0 Asian elephant, *Elephas maximus*, house name "Tusko," local ID 1010  
Wild born India, est. 1971; Asian Elephant Studbook number 270

1. The specimen(s) transferred under this agreement will be cared for and maintained in a manner acceptable to modern professional zoological park standards as promulgated by the American Zoo and Aquarium Association (AZA), or any additional professional or regulatory organization imposing standards on zoos throughout the United States for the humane care, treatment and transfer of animal specimens.
2. The parties agree to abide by the recommendations of the AZA Elephant Taxon Advisory Group and Species Survival Plan (TAG/SSP). Recommendations to use semen from Tusko for artificial insemination procedures with cows not housed at Oregon Zoo will need the Owner's approval.
3. Upon request, the Owner may obtain semen from Tusko with reasonable advance notice.
4. Ownership of viable offspring (lives at least 30 days) produced and born at Oregon Zoo either during the term of this agreement or within a period after termination of the agreement, measured by normal gestation period of this particular species, will be assigned as follows:  

The Recipient will become owner of the 1st, 3rd, 5th offspring ("Recipient Offspring");  
The Owner will become owner of the 2nd, 4th, 6th offspring ("Owner Offspring").
5. If breeding results in a male Recipient Offspring, and the Recipient does not have the space to house the bull and is unable to place the bull in another institution, the Owner agrees to accept the return of Tusko or exchange ownership of Tusko for ownership of the male Recipient Offspring for transfer to Owner's facility. Upon delivery of either Tusko or the male Recipient Offspring to Owner, the breeding loan agreement shall terminate.
6. The Owner will transport Tusko to Oregon Zoo with owner's vehicle. Recipient will reimburse Owner for reasonable costs not to exceed \$4,000. The Owner bears the responsibility and cost to return Tusko and the Owner Offspring to the Owning Institution upon termination or when required by the breeding loan agreement.

**OBLIGATIONS OF THE OWNING INSTITUTION**

7. The Owner will provide historical data including International Species Information System (ISIS) records, diet, medical records, reproductive history, pedigrees, and other information pertinent to the care and management of the animal(s).

8. In the event of Owner's intention to sell, trade or otherwise dispose of Tusko, and/or the Owner Offspring, the Recipient shall be afforded the first right of refusal.

9. It is agreed that in the event of disease, injury or death of the animal(s), except to the extent of Recipient's negligence, the receiving institution, its agents and employees will be free of all responsibility to the owning institution.

**OBLIGATIONS OF THE RECEIVING INSTITUTION**

10. The Recipient (Oregon Zoo) agrees to provide adequate housing, diet(s), veterinary care and any other suitable conditions pertaining to the well being of the animal(s).

11. Normal veterinary practices and research sanctioned by the Elephant TAG/SSP can be performed without prior notification to the Owner. In the event of the animal needing high-risk veterinary or husbandry procedures, including but not limited to surgery, permission must be obtained from the Owner by phone before such procedures are undertaken. This provision is waived in the event of an emergency. Details of such procedures shall be provided in writing to the Owner within ten days.

12. The Owner will be notified of any medical condition that requires long-term care.

13. Tusko and/or the Owner Offspring will not be transferred to another location outside the Recipient's contiguous property without first obtaining permission from the Owner.

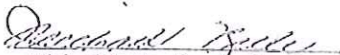
14. The Owner shall be notified within forty-eight (48) hours of the death of the animal(s). The Recipient agrees to furnish the Owner with a complete necropsy report in the event of the death of the animal(s). Births, serious illness, or the escape of the animal(s) shall be reported within two (2) weeks.

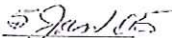
15. The Receiving institution will provide all information necessary to maintain appropriate studbooks and record-keeping systems, including ISIS data, and provide such information to the Owner along with an annual status report of the animal(s).

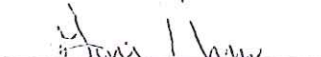
16. A copy of all pertinent records will be sent to the Owner upon termination of this agreement.

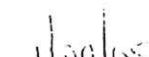
17. Except as set forth in section 5 above, this agreement will remain in effect until terminated by one of the parties. Either party shall have the option of terminating the agreement by giving the other party 60 days written notice prior to the effective date of termination.

18. Neither this agreement or any rights or privileges granted hereunder shall be assigned without prior written consent of both parties.

  
Michael Keele, Deputy Director  
Oregon Zoo

  
Date

  
Gary Johnson, Owner  
Have Trunk Will Travel

  
Date