

LEASE AGREEMENT

IFAS—ANIMALS

This Lease is made as of the 1st day of July, 1996, between the UNIVERSITY OF FLORIDA FOUNDATION, INC. (Lessor), a Florida corporation not for profit, and the UNIVERSITY OF FLORIDA (Lessee), for and on the behalf of the Board of Regents of the State of Florida, for the benefit of the Institute of Food and Agricultural Sciences (IFAS). In consideration of the mutual covenants contained in this Lease, Lessor and Lessee agree as follows.

1. Lessor hereby leases to Lessee, to be used for Lessee's research, extension, or resident instruction purposes, certain animals (including but not limited to cattle, horses, and swine) more particularly described in Exhibit A, as amended from time to time by the reports furnished pursuant to paragraph 5.
2. This Lease shall be for a period of one year from the date executed and shall be renewed automatically unless either party provides written notice of its intent to terminate prior to the anniversary date of the Lease.
3. Notwithstanding paragraph 2 above, either party may terminate this Lease or remove one or more animals from the terms of this Lease prior to the anniversary date for any reason by providing forty-five days advance written notice, provided, however, that Lessor may not terminate this Lease or remove a particular animal from this Lease as to an animal involved in an on-going experimental treatment or research process. This proviso shall apply only to termination or removal prior to the anniversary date of this Lease and shall not affect the termination rights expressed in paragraph 2 above.
4. Lessee shall be solely responsible for the physical needs of the animals and shall take all appropriate measures, including the provision of veterinary care, to maintain said animals in good health and safe keeping. Any increase, decrease, or improvement in the size, weight, or physical condition of one or more animals resulting from Lessee's purposeful testing or experimental or resident instruction activity shall be considered permissible and not in violation of any of Lessor's rights under this Lease.
5. Lessee shall make quarterly reports to Lessor of all animal increases (due to acquisition or birth) and losses occurring as a result of death (whether induced by natural causes, experimentation, testing, or research), theft, or other causes. Lessee shall incur no costs or liability to Lessor for any such decreases. Each report will be deemed to be an amendment revising Exhibit A describing the animals subject to this Lease.
6. Lessee may, from time to time, sell one or more live animals covered under this Lease. The proceeds of any such sale shall be paid to Lessor for deposit into the appropriate fund or funds according to the provisions of Internal Management Memorandum Number 6C1-6.40-12 (Revised) as said memorandum may be revised from time to time (the IMM).
7. Lessee may, for purposes of research, testing, or resident instruction, slaughter one or more of the animals, provided, however, that if the carcasses are sold, Lessee shall pay the

proceeds to Lessor according to the provisions of the IMM. If the carcasses are not sold, but are otherwise disposed of, Lessee shall incur no costs or liability to Lessor for said animals.

8. Progeny produced by any female animal subject to this Lease shall be the property of Lessor. Lessee is authorized to sell any by-products of such living progeny and proceeds from any such sale by Lessee shall be paid to Lessor for deposit into the appropriate fund or funds.
9. Lessee assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of Lessee and its officers, employees, servants, and agents while acting within the scope of their employment. Lessor assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of Lessor and its officers, employees, servants, and agents while acting within the scope of their employment. Lessee, as a state agency, warrants and represents that it is self-funded for liability insurance, both public and property, with such protection being applicable to Lessee's officers, employees, servants, and agents while acting within the scope of their employment by Lessee. Lessee and Lessor further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
10. Lessee is fully responsible for compliance with all laws, rules, regulations, and policies pertaining to animal care and animal research.
11. This Lease contains all the agreements between the parties and may not be amended except in writing signed by both parties, except as otherwise provided in paragraph 5.

UNIVERSITY OF FLORIDA, for and on behalf of the Board of Regents of the State of Florida

By: _____

J. Bernard Machen

Title: President

Date: _____

UNIVERSITY OF FLORIDA FOUNDATION, INC., a Florida corporation not for profit

By: _____

Leslie D. Bram

Title: Associate Vice President

Date: _____

UNIVERSITY OF FLORIDA
Institute of Food and Agricultural Sciences

By: _____

Title: _____

Date: _____

Approved: _____

Office of Administrative Affairs

University of Florida

Approved as to Form and Legality: _____

Office of General Counsel University of Florida