

CANAAN PRESERVE

Multi-Project Gopher Tortoise Relocation Agreement

Canaan Preserve · CP-TEMPLATE

Effective the date Buyer signs this Agreement

1. Parties

This Multi-Project Gopher Tortoise Relocation Agreement (“Agreement”) is entered into as of the date Buyer signs this Agreement (the “Effective Date”) by and between Canaan Ranch LLP, a Florida limited liability partnership (“Seller”), operating the Canaan Preserve gopher tortoise recipient site, and [Buyer legal name] (“Buyer”).

Seller’s notice address is Canaan Ranch LLP, Attention: Van Pittman, 1700 S. MacDill Ave., Suite 340, Tampa, FL 33629, Phone 813-390-1044. Seller’s authorized signatory is Andrew V. Pittman, Jr., Manager.

Buyer’s notice address is [Buyer legal name], Attention: [Buyer signatory / attention], [Street address], [City], [State] [Postal code], Phone [Phone], Email [Buyer signatory email]. Buyer’s authorized agent is [Buyer’s authorized agent name], [Buyer’s authorized agent company].

2. Reserved capacity

Seller agrees to reserve recipient-site capacity at Canaan Preserve for the relocation of up to [Reserved capacity count] gopher tortoises (*Gopherus polyphemus*) under this Agreement (the “Reserved Capacity”). Adult versus juvenile classification is determined at delivery and acceptance, not at reservation.

The Reserved Capacity is associated with the following intake fields: County of relocation: [County of relocation]; Donor company affiliation: [Donor company affiliation]; Donor site / project: [Donor site / project name]. Project description: [Project description]

3. Term and expiration

This Agreement begins on the Effective Date and expires one (1) year after the Effective Date (the “Expiration Date”), unless earlier terminated or extended in a writing signed by both parties.

Unused Reserved Capacity expires on the Expiration Date and does not roll forward unless the parties execute a written amendment.

4. Payment

Buyer shall pay Seller \$6,000 (six thousand dollars) per adult gopher tortoise accepted against the Reserved Capacity (the “Per GT Rate”). The Total Estimated Payment for the Reserved Capacity at the adult rate is [Total estimated payment at the adult rate] (reserved capacity count × adult rate).

If a tortoise is classified as a juvenile at delivery and acceptance, Buyer shall pay \$3,000 (three thousand dollars) per juvenile as the total price for that tortoise, in lieu of the Per GT Rate. The juvenile price is \$3,000 all-in and is not added to the adult Per GT Rate. Juvenile classification is not made at intake.

No deposit or initial payment is required. Payment is due as invoiced upon acceptance of tortoises at the recipient site (or as otherwise billed by Seller).

5. Buyer responsibilities

Buyer is solely responsible for obtaining and complying with all Florida Fish and Wildlife Conservation Commission (FWC) permits and authorizations required to capture, hold, transport, and relocate gopher tortoises from any donor site to Canaan Preserve.

Buyer shall deliver tortoises in accordance with applicable FWC guidelines and Seller's recipient-site protocols, and shall provide such paperwork as Seller reasonably requires at intake to the recipient site. Buyer's authorized agent for operational coordination is [Buyer's authorized agent name], [Buyer's authorized agent company].

6. Seller responsibilities

Canaan Preserve is an FWC Approved Tier 1 Long Term Recipient site. Seller shall maintain Canaan Preserve as an FWC Approved Tier 1 Long Term Recipient site and shall accept gopher tortoises up to the Reserved Capacity, subject to site conditions, remaining capacity, and applicable law. Seller's agent for operational coordination is Applied Bionomics, LLC, Andrew Fuddy.

Seller does not warrant that a particular donor-site schedule can be met if Buyer has not reserved remaining capacity or if FWC or site conditions prevent acceptance.

7. No assignment of permits

Nothing in this Agreement transfers Buyer's capture, transport, or incidental-take permits to Seller. Seller's role is limited to providing reserved recipient-site capacity and accepting tortoises delivered in compliance with this Agreement and FWC requirements.

8. Notices

Notices to Seller shall be sent to Canaan Ranch LLP, Attention: Van Pittman, 1700 S. MacDill Ave., Suite 340, Tampa, FL 33629, Phone 813-390-1044, with a copy to Applied Bionomics, LLC, Attention: Andrew Fuddy.

Notices to Buyer shall be sent to [Buyer legal name], Attention: [Buyer signatory / attention], [Street address], [City], [State] [Postal code], Phone [Phone], Email [Buyer signatory email]. Buyer's authorized agent is [Buyer's authorized agent name], [Buyer's authorized agent company].

9. Limitation of liability

To the fullest extent permitted by law, Seller is not liable for indirect, incidental, special, consequential, or punitive damages. Seller's aggregate liability arising out of this Agreement will not exceed the amounts actually paid by Buyer to Seller under this Agreement.

10. Governing law and venue

This Agreement is governed by the laws of the State of Florida, without regard to conflict-of-laws rules. Exclusive venue for any action arising out of this Agreement lies in the state courts sitting in Pasco County, Florida.

11. Entire agreement

This Agreement is the entire agreement for the Reserved Capacity and supersedes prior discussions. Seller is Canaan Ranch LLP (not any prior contracting entity). It may be signed in counterparts, including electronic signature. A Canaan Preserve form is provided for operational efficiency and is not a substitute for counsel.

12. Signatures

By signing, each party agrees to the terms of this Multi-Project Gopher Tortoise Relocation Agreement. Each party signs with one (1) witness.

Canaan Ranch LLP (“Seller”)

d/b/a Canaan Preserve

Authorized signature: _____

Name: Andrew V. Pittman, Jr.

Title: Manager

Date: _____

Witness: Andrew Fuddy

Witness signature: _____

Witness date: _____

[Buyer legal name] (“Buyer”)

Authorized signature: _____

Name: [Buyer signatory / attention]

Title: _____

Date: _____

Witness: [Buyer witness name]

Witness signature: _____

Witness date: _____