

RESOLUTION NO. 31099

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A LEASE AGREEMENT WITH FRIENDS OF THE ZOO, INC., IN SUBSTANTIALLY THE FORM ATTACHED, FOR LEASE OF THE PROPERTY IDENTIFIED AS 301 N. HOLTZCLAW AVENUE, ON A PORTION OF TAX MAP NO. 146G-A-001, THE PROPERTY UPON WHICH THE ZOO IS LOCATED, FOR A TERM OF FIFTY (50) YEARS, FOR THE ANNUAL RENT OF ONE DOLLAR (\$1.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Mayor or his designee to enter into a Lease Agreement with Friends of the Zoo, Inc., in substantially the form attached, for lease of the property identified as 301 N. Holtzclaw Avenue, on a portion of Tax Map No. 146G-A-001, the property upon which the zoo is located, for a term of fifty (50) years, for the annual rent of \$1.00.

ADOPTED: May 10, 2022

/mem

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2022 (the “Effective Date”), between the **CITY OF CHATTANOOGA**, a municipal corporation of the State of Tennessee (“City”) and **FRIENDS OF THE ZOO, INC.**, a Tennessee non-profit corporation with its principal address at 301 N. Holtzclaw Avenue, Chattanooga, Tennessee 37404 (“FOZ”) together with the City being hereinafter referred to as (the “Parties”).

WITNESSETH:

WHEREAS, FOZ is dedicated to the advancement of the Chattanooga Zoo at Warner Park (“Zoo”) as a superior zoological institution and therefore supports the stated mission of the Zoo; and

WHEREAS, City recognizes the Zoo as a vital cultural and recreational community asset and wishes to enhance the Zoo’s contributions to citizens in the areas of recreation, education and conservation; and

WHEREAS, City is the owner of property identified as a portion of Tax Map Number 146G-A-001, 301 N. Holtzclaw, Chattanooga, Tennessee 37404 upon which the Zoo is located; and

WHEREAS, the City has determined that it would be in its best interest to enter into an agreement with FOZ to lease the property upon which the Zoo is located under the terms and conditions set forth herein; and

WHEREAS, FOZ desires to lease the property from the City.

NOW, THEREFORE, for and in consideration of the respective covenants, agreements, conditions and terms stated herein, the Parties agree as follows:

1. LEASED PREMISES; PERSONAL PROPERTY; SHARED SPACE

1.1 **Leased Premises.** Subject to the terms, covenants and conditions set forth in this Agreement, City leases to FOZ, and FOZ leases from City a portion of Tax Map No. 146G-A-001 with an address of 301 N. Holtzclaw and containing approximately fourteen (14) acres of land and improvements as shown on **Exhibit A**, attached hereto and incorporated by reference upon which the Zoo is located (the “Leased Premises”). Notwithstanding the foregoing, the City reserves the right during the first two years from the Effective Date of this Agreement to allow the City to facilitate the removal of the exercise equipment from the portion of the Leased Premises as shown on Exhibit A-1.

1.2 **Personal Property.** Subject to the terms, covenants, and conditions set forth in this Agreement, City leases to FOZ, and FOZ leases from City, the personal property, vehicles, and equipment currently in use at the Zoo, a list of which is attached as **Exhibit B**. (the “Personal Property”). City hereby authorizes employees of FOZ. to operate any vehicles and other equipment owned by the City and leased to FOZ pursuant to and in furtherance of this Agreement;

provided, however, that the operation shall be specifically covered by the insurance policies required to be maintained by FOZ under this Agreement. FOZ shall maintain all such Personal Property in good condition and repair, and shall replace with items of similar quality any of the Personal Property that becomes inoperable or unusable in FOZ's reasonable discretion. The Personal Property located at the Zoo on or before the Effective Date shall be and remain the property of City and shall not be removed by FOZ. All personal property attached to or installed at the Zoo after the Effective Date and during the Initial Term and any Renewal Term of this Agreement shall be the personal property of FOZ (FOZ's Personal Property"). FOZ agrees to provide a list of FOZ's Personal Property (for any item valued at over \$500) attached or installed in the Zoo after the Effective Date to the City on or before March 1st of each year throughout the Initial Term and any Renewal Term of this Agreement. Upon expiration of this Agreement, FOZ's Personal Property shall become City property. Further, FOZ agrees to comply with all state laws and City policies and procedures for the disposal of FOZ's Personal Property.

1.3 **SHARED SPACE.** The City owns certain property as shown on Exhibit A-2, which is being occupied by the City of Chattanooga Department of Parks and Outdoors (the "Warehouse Property"). Although not a part of the Leased Premises, the City agrees to allow FOZ to have reasonable access to the Warehouse Property upon seventy-two (72) hours' notice to the Administrator of the Department of Parks and Outdoors. FOZ agrees to use the building located on the Warehouse Property "AS IS," "WHERE IS," WITH ALL FAULTS as of the Effective Date of this Agreement and Lessee assumes all risks associated with the condition of the Warehouse Property, regardless of the cause or date of origin of such condition, and releases all rights and claims against City related to such condition of the Warehouse Property. City will not be responsible for any damage to FOZ's equipment or personal items that it elects to store in the building. The Department of Parks and Outdoors agrees that it will remove all its property from the Warehouse Property within a period not to exceed five (5) years from the Effective Date of this Lease. Upon the removal of all property by the Department of Parks and Outdoors, FOZ may request that the City amend the Lease Agreement to add the Warehouse Property to the Leased Premises. The City, in its sole and absolute discretion, shall have the right to deny FOZ's request.

2. **TERM OF AGREEMENT.** This Agreement shall be for a term of fifty (50) years (the "Term"), commencing on the Effective Date of this Agreement since T.C.A. 12-2-302(2) provides that a municipality is authorized to lease public property to a non-profit corporation for fifty (50) years.

3. **RENT.** During the Term of this Agreement, FOZ shall pay to the City annual rent equal to one dollar (\$1.00).

4. **APPROPRIATIONS.** As a nonprofit corporation which does not own the Leased Premises, FOZ is eligible to request funding from the City. FOZ may request and the City may make appropriations in support of FOZ's obligations under this Agreement (the "Appropriations"). Any City approved Appropriations shall be paid to FOZ in such timing as the City and FOZ may agree. Any request for capital appropriations must include a description of the capital improvement and a quote for the cost of the capital improvement. The appropriations request must be approved by the Administrator of the Parks and Outdoors Department ("DPO") and shall be in accordance with terms established under Section ___ of this Agreement. The City may make Appropriations to the extent allowed by the City's budget for each fiscal year during the Term of this Agreement.

City intends to fund the payment of any Appropriations in each City fiscal year as part of the DPO budget. The payment of the Appropriations in any City fiscal year shall also be governed and subject to budgetary and fiscal constraints of City. In the event that the City is unable to pay the Appropriations due to budgetary and fiscal constraints, FOZ shall be entitled to terminate this Agreement as set forth in Section 12 of this Agreement.

5. **EMPLOYEES.** FOZ shall control and supervise the conduct, demeanor, and appearance of its employees and shall train those employees to render a high degree of courteous and efficient service to the public. FOZ shall comply with all applicable federal, state and local laws, ordinances and regulations pertaining to all Zoo employees. FOZ shall be responsible for any employment benefits provided to all FOZ employees, including health insurance benefits.

6. **USE OF LEASED PREMISES.**

6.1 **Permitted Use.** FOZ shall use and continuously occupy the Leased Premises and the Personal Property during the Term of this Agreement solely for the use as a public zoo and related and incidental purposes, and for no other purpose. City shall be allowed to use the Leased Premises and Personal Property for one annual special event and any other special events upon reasonable notice to FOZ and based upon availability of dates. For all events other than the annual special event, City shall pay all expenses associated with incidentals for the event, including catering and FOZ employee overtime. City shall have unrestricted access to the Leased Premises to the extent allowed by the Association of Zoos and Aquariums (“AZA”) guidelines during the Term, and FOZ shall provide a complete set of all keys and access codes to the DPO. FOZ shall allow access to the Leased Premises as requested by departments of the City as needed for maintenance to the Leased Premises or Personal Property. Except in the event of an emergency, the City shall provide FOZ with reasonable notice prior to accessing the Leased Premises.

6.2 **No Improper Uses or Nuisances.** FOZ shall not use, suffer or permit any person to use, in any manner whatsoever, the Leased Premises for any improper, immoral or offensive purpose, nor for any purpose in violation of any federal, state, City or County law, ordinance, rule, order or regulation, or of any applicable governmental rule or regulation now in effect or hereafter enacted or adopted. FOZ shall exercise reasonable efforts not to permit to be carried on any activity that would constitute an actionable nuisance under the laws of the State of Tennessee.

6.3 **Shared Access Parking.** FOZ shall have nonexclusive use of the Shared Access Parking set forth on **Exhibit C** on a first come first-served basis. Subject to budgetary constraints, City shall maintain the Shared Access Parking in good condition at City's sole cost and expense.

6.4 **Management and Supervisory Responsibilities.** FOZ is hereby given general authority by the City to manage and supervise the day to day use of the Leased Premises and the Personal Property and to perform the specific duties set forth in this Agreement.

7. **CAPITAL IMPROVEMENTS AND ALTERATIONS**

7.1 **Improvements and Alterations.**

A. FOZ may make such capital improvements and alterations to the Leased Premises as FOZ shall determine in its reasonable discretion; provided, however, that, other than routine maintenance and repairs or any capital expenditures of Fifty Thousand Dollars (\$50,000.00) or more, FOZ shall not make any expenditures of funds for a capital improvement or alteration to the Leased Premises without the express written permission of the DPO or the Mayor, which permission shall not be unreasonably conditioned, delayed or denied. Upon completion of any such project, FOZ shall provide copies of the final as-built plans and specifications to the DPO. Any alterations or capital improvements made by FOZ shall comply with any and all applicable local, state and federal laws, rules and regulations, and FOZ shall obtain any required permits for such alterations and capital improvements at its expense. FOZ shall maintain and provide records of all capital assets to the DPO on a semi-annual basis in an agreed upon format.

B. For the construction of capital improvements, FOZ shall not commence construction until the project has been advertised in accordance with public advertising and competitive bidding consistent with the provisions of the Municipal Purchasing Act, T.C.A. § 6-56-301, *et seq.*

C. All construction contracts shall require that the general contractor constructing the improvements furnish and keep in force throughout the performance of the construction project a separate payment and performance bond, each in an amount and form satisfactory to the City Attorney. The bonds shall also guarantee to the City that all work shall be free of all mechanic's and materialman's liens. The bonds shall name the City as obligee and shall be in such form and with such sureties as the City may approve prior to commencement of construction.

D. FOZ shall require its contractors to comply with the same insurance requirements that FOZ is required to meet in Section 15 of this Agreement.

7.2 **Title to Real Estate, Building and Improvements.** The real estate and buildings located on the real estate on or before the Effective Date shall be and remain the property of City and shall not be removed by FOZ. All appurtenances, fixtures, improvements, equipment, additions and other property attached to or installed on the Leased Premises after the Effective Date and during the Term of this Agreement shall be and remain the property of FOZ. Upon expiration of this Agreement, such property shall become City property.

7.3 **Capital Appropriations.** City may make capital appropriations to FOZ for use on capital projects to the extent allowed by the budget for each fiscal year of the Term of this Agreement.

8. **ZOO ANIMALS**

8.1 **Ownership of Animals.** Except those animals under loan from other institutions or governmental entities, all animals currently and in the future exhibited, house or otherwise kept or cared for on the Leased Premises ("Zoo Animals") shall be and remain the sole property of City. A list of Zoo Animals owned by the City on the Effective Date of this Agreement is attached as **Exhibit D** and incorporated herein by reference.

8.2 **Care of Animals.** FOZ shall care for all Zoo Animals and such animal care shall be provided in accordance with all federal, state and local laws and regulations, and in accordance with the policies and guidelines adopted by AZA.

8.3 **Sale and Purchase of Animals.** Subject to the conditions set forth below, FOZ shall have the authority to sell or otherwise acquire or dispose of Zoo Animals.

(a) The purchase, sale or other disposition of Zoo Animals shall be made in strict accordance with all applicable federal, state or local laws, regulations and policies, and the guidelines and policies of the AZA, including any applicable City policies and procedures regarding disposal of property; and

(b) FOZ may purchase and sell Zoo Animals; provided, however, that all funds from the sale of Zoo Animals must be specifically restricted to animal purchases and may not be used for any other capital expense at the Zoo.

9. **MAINTENANCE.** FOZ shall maintain the Leased Premises in a clean, safe, sanitary and sightly condition, and as necessary to maintain all licenses and accreditations in accordance with Section __ above. Any contractor engaged by FOZ to perform work on the Leased Premises shall be required by FOZ to maintain insurance in amounts, on policies of coverage and offered by companies satisfactory to City and insure against liability for injury to persons and property arising out of all such contractor's operations and naming FOZ and City as an additional insured. FOZ shall provide the Administrator with a written report of all maintenance performed on the Leased Premises on or before December 31st of each year during the Term that exceeds \$10,000.00.

10. **FISCAL MATTERS.**

10.1 **Capital Campaign.** FOZ shall use reasonable efforts to initiate and complete a fund-raising campaign each year during the Term of this Agreement to finance the construction of capital improvements on the Leased Premises. FOZ shall provide the DPO and the City's Chief Finance Officer ("CFO") with a written report of FOZ's fund-raising activities on or before December 31st of each year during the Initial Term and any Renewal Term.

10.2 **Revenue and Payment of Expenses.** FOZ shall collect and manage through its accounts all earned revenue produced from the Leased Premises. Such revenue shall be used to fund the future use and maintenance of the Leased Premises. The Parties agree that all admission fees, rental fees, concessions, camp fees and any other fees shall be established by FOZ and reported to the DPO. All operating expenses associated with the Zoo shall be the obligation of FOZ and shall be paid by FOZ promptly when due. All expenditures of FOZ shall be made in the name of FOZ and not in the name of the City or the Zoo. FOZ is not authorized to bind the City to any contract, agreement or obligation.

10.3 **Fee Schedule.** The Parties agree that prices and fees charged for use of the Leased Premises shall be established by FOZ. All prices and fees must be displayed and visible by

Zoo patrons. All prices and fees established by FOZ must be reported in writing to the DPO and the CFO on an annual basis.

10.4 **Annual Budget.** On or before March 1st of each year throughout the Term of this Agreement, FOZ shall, at its sole expense, prepare and submit to the City Mayor and City Council for their review, annual financial and performance reports and the budget setting forth a summary of the services provided by FOZ at the Zoo, and the estimated gross revenues, operating expenses and capital expenses of the Zoo for the following fiscal year. The City Council may, in its discretion, provide comments or suggestions to FOZ on the submitted budget. In addition, the City Council shall have the right to disapprove the budget in the event that City Council determines that the Appropriations are projected to be expended for purposes inconsistent with the requirements of this Agreement, and those Appropriations shall not be used for that purpose, provided that expenses consistent with other similar zoo operations or as required by the AZA shall be deemed consistent with this Agreement.

10.5 **Annual Accounting.** FOZ shall arrange for an audit of its books and records by an independent, certified public accountant, which audit shall be conducted at FOZ's sole cost and expense and shall cover the previous fiscal year. FOZ shall deliver to the City Council, City Mayor and the DPO a signed copy of each such annual audit within one hundred twenty (120) days after the end of the calendar year in which FOZ spends funds appropriated by City. No future Appropriations will be approved/disbursed without such audit.

10.6 **Annual Reporting Requirements.** FOZ shall be required to comply with all federal, state, and local laws governing annual reporting requirements of FOZ's business affairs and transactions, which includes, but is not limited to, compliance with T.C.A. § 6-54-111 and Chattanooga City Code Sec. 2-526 as to City appropriations, outlining the procedures for receiving appropriations from governmental entities. All reports required by state and local law shall be submitted by March 1 of each year during the Term of this Agreement and any holdovers or extensions.

10.7 **Books and Records.** FOZ shall establish and maintain books, records and systems of accounting relating to FOZ's gross revenues, operating expenses, and capital funds in accordance with generally accepted accounting principles. Such books, records and systems of account shall be retained by FOZ in accordance with generally accepted accounting practices and all applicable laws, and, upon termination of this Agreement, all retained books, records and systems of account shall be delivered to City. All FOZ revenues shall be supported by documentation of a daily reconciliation process of pre-numbered receipts (electronic data processing system generated at the point of sale being acceptable). FOZ shall provide a receipt to any person or entity remitting funds to FOZ. All FOZ expenditures shall be supported with documentation and information to clearly identify the payee, purpose and use of funds expended.

10.8 **Records Audit.** City or its assigns may audit all financial and related records (including digital) associated with the terms of this Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by FOZ. City may further audit any FOZ records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement) or to identify conflicts of interest.

FOZ shall at all times during the Term of this Agreement and for a period of seven (7) years after the end of this Agreement, keep and maintain records of the work performed pursuant to this Agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the FOZ. Documents shall be maintained by FOZ necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. FOZ shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by City at all reasonable times and without prior notice.

The obligations of this Section shall be explicitly included in any subcontracts or agreements between FOZ, any managers, subcontractors or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfillment of FOZ's obligations to City. Costs of any audits conducted under the authority of this Section and not addressed elsewhere will be borne by the City unless the audit identifies significant findings of misappropriation of City funds or property. FOZ shall reimburse City for the total costs of an audit that identifies significant findings that would benefit City. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which City may have by federal, state, or municipal law, whether those rights, powers, or obligations are express or implied.

11. **TERMINATION FOR CAUSE.** Should FOZ be found to have failed to perform its services in a manner satisfactory to City as per the specifications and requirements of this Agreement, City may terminate this Agreement immediately for cause upon FOZ's failure to cure any such failure after City has provided at least thirty (30) days' notice and opportunity to cure the failure. City, in its reasonable discretion, shall be the sole judge of non-performance. On the termination of this Agreement for any reason, City shall have full authority to re-enter and take full possession of the Leased Premises and Personal Property without the necessity of obtaining any legal process. FOZ stipulates that City shall not be liable for prosecution or for damages for resuming possession of same. FOZ shall quit and surrender same to which the City holds title in as good or better condition as when accepted by FOZ reasonable wear and tear excepted.

Except to the extent prohibited by applicable law, the occurrence of any one or more of the following events is grounds for immediate termination of this Agreement hereunder, at the election of City: a) the filing by FOZ of a voluntary petition in bankruptcy or the making of an assignment for the benefit of creditors, or b) the filing of an involuntary bankruptcy petition against FOZ which is not withdrawn or dismissed within sixty (60) days, or c) a consent by FOZ to the appointment of a receiver or trustee of all or part of FOZ's assets, or d) the filing by FOZ of a petition or answer seeking an arrangement or reorganization under the Federal Bankruptcy Act or any other applicable state or federal law, or e) the filing by FOZ of a petition to take advantage of any insolvency act or law.

In the event City or its authorized representative shall deem any conduct on the part of FOZ to be an immediate danger to safety and/or health of FOZ, its employees or any other person, City shall have the right to immediately terminate this Agreement and remove FOZ and its employees from the Leased Premises. If any conduct by FOZ is deemed by City to be unlawful or of a non-emergency nature, FOZ shall have five (5) days after written notice to remedy such unlawful conduct.

Upon termination or expiration of this Agreement all obligations which have accrued under this Agreement and remain unpaid or unsatisfied shall survive such termination or expiration and shall be paid or satisfied.

12. **TERMINATION WITHOUT CAUSE.** Either party may terminate this Agreement without cause upon one (1) year written notice to the other party.

13. **INDEMNIFICATION.** FOZ agrees to protect, defend, indemnify and hold City and its officials, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character, including reasonable attorneys' fees and court costs, arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the use of the Leased Premises by FOZ. This indemnification provision shall survive the expiration or termination of this Agreement.

14. **LIMITATION OF CITY'S LIABILITY.** City shall not be liable to FOZ in any manner whatsoever for failure to furnish or delay in furnishing any service or services provided for in this Agreement and no such failure or delay shall constitute actual or constructive eviction of FOZ nor operate to relieve FOZ from prompt and punctual performance of each and all of the covenants to be performed herein by FOZ.

14.1 City shall not be liable to FOZ, its sublessees, vendors, patrons or guests for damage to person or property caused by defects in the cooling, heating, electric, water or other apparatus or systems located in, on or about the Leased Premises.

14.2 City shall not be liable for any theft or loss of property of FOZ, its sublessees, patrons, guest or vendors.

14.3 City shall not be liable to FOZ, its sublessees, vendors, patrons or guests for injury or damage to person(s) or property sustained or claimed to have been sustained as a result of alcohol consumption on the Leased Premises.

14.4 In no event shall City's liability exceed the limits under the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 *et seq.*

15. **INSURANCE.** FOZ shall procure the following insurance with insurance companies licensed in the State of Tennessee and shall file evidence of such insurance with City's Manager of Real Property.

A. **Commercial General Liability:** Coverage shall have minimum limits for bodily injury of \$5,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Leased Premises and use; independent contractors; products and completed operations and contractual liability. Minimum liability requirements are subject to adjustment by City, upon thirty (30) days written notice to FOZ. The policy shall also provide coverage for the sale of alcoholic beverages.

- B. **Workers' Compensation:** Insurance covering all FOZ's employees meeting statutory limits in compliance with all then applicable state and federal laws.
- C. **Automobile Insurance:** Vehicles owned and used by FOZ and its employees for business purposes relating to the use and operation of the Zoo under this Agreement shall at all times be insured against loss or damage resulting to persons with minimum liability limits of \$500,000 per occurrence, \$1,000,000 aggregate and against loss or damage to property with minimum liability limits of \$1,000,000 per occurrence.
- D. **Errors and Omissions:** Insurance covering errors and omissions by FOZ's officers and directors.
- E. **Sexual Abuse and Molestation Policy.** Sexual Abuse and Molestation liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. FOZ shall obtain and maintain said policy during the Term and for one (1) year following the termination or expiration of this Agreement.

Special Requirements: City shall be listed as the Certificate Holder and included as an additional insured on the Comprehensive General Liability, Automobile and Errors and Omissions and Sexual Abuse and Molestation policies, as required by Section 15 (A) (C) (D) and (E) of this Agreement.

Current, valid insurance policies meeting the requirements herein identified shall be maintained by FOZ during the duration of this Agreement. Renewal certificates shall be sent to the DPO at least thirty (30) days prior to any expiration date. There shall be a thirty (30) day notification to City in the event of cancellation or modification of any required insurance coverage.

16. **NOTICES.** All notices from City to FOZ shall be deemed duly served if mailed, postage prepaid, by registered or certified mail to FOZ at the following address:

Friends of the Zoo, Inc.
 301 N. Holtzclaw Avenue
 Chattanooga, Tennessee 37404
 Attention: Executive Director or Chairman/ President

A courtesy copy of any notice sent to City shall be mailed to the following address:

A copy of any default notice sent to City shall be mailed to the following address:

All notices from FOZ to City shall be deemed served if mailed, postage prepaid, by registered or certified mail to City at the following address:

City of Chattanooga
Real Property Office
101 E. 11th Street, Suite G-18
Chattanooga, TN 37402

A courtesy copy of any notice sent to City shall be mailed to the City Attorney and the City Finance Officer at the following addresses:

Office of the City Attorney
100 E. 11th Street, Suite 200
Chattanooga, Tennessee 37402

City Finance Officer
101 E. 11th Street
Chattanooga, Tennessee 37402

17. **NO PARTNERSHIP OR AGENCY.** Nothing herein contained shall create or be construed as creating a partnership between City and FOZ. FOZ is not an agent of City. It is understood and agreed by the Parties that the relationship of FOZ and City is to be and shall remain that of an independent contractor with respect to all services performed under this Agreement.

18. **RULES OF OPERATION.** FOZ agrees to draft, adopt and publish rules for the use of the Leased Premises by the public. The rules shall include, at a minimum, requirements for visitor conduct, hours of operation, and daily schedule. All rules adopted by FOZ shall be in accordance with existing City Code provisions and must be approved by the DPO prior to any adoption or publication of rules for the Leased Premises. FOZ shall draft, adopt, publish and enforce written policies to ensure ethical and prudent business practices. Such policies should include, but not be limited to the following topics: conflicts of interest, nepotism, fraternization, related party transactions, personal use of the Leased Premises, Personal Property, outside employment, comprehensive accounting and financial policies, cash disbursements, travel expenditures, and employee leave and payroll documentation.

19. **ASSIGNMENT.** FOZ acknowledges that the City is entering into this Agreement because of the City's confidence that FOZ has the fundraising ability, business experience and community support that are necessary to fulfill the terms of this Agreement. FOZ acknowledges that the City shall not be expected to consent to a proposed assignment by FOZ of its interests under this Agreement to any person or entity in whom the City does not have similar confidence. Any attempt by FOZ to assign or otherwise transfer its interests under this Agreement to a third party without the City's prior written consent shall be null and void and shall, at the option of the City, constitute a default of FOZ under this Agreement. The foregoing notwithstanding, if FOZ transfers its interests under this Agreement to an Affiliate, or to the surviving entity in a merger involving FOZ, or to the purchaser of all or substantially all of FOZ's assets or ownership interests, such transfer shall not constitute a prohibited assignment for purposes of this section. As used in the preceding sentence, an "Affiliate" means another entity which, directly or indirectly, controls

or is controlled by FOZ, or is under common control with FOZ, or of which FOZ or its Affiliate, is the managing member.

The City hereby consents to FOZ's subletting of space within the Leased Premises to restaurants and other food service providers, and other businesses, solely for the purposes complimentary to and consistent with the permitted uses described in Section 6 above and on commercially reasonable terms and conditions as determined by FOZ, provided that the term of each such sublease shall not extend beyond the Term of this Agreement. Upon the City's request, FOZ shall provide the City with copies of subleases then in effect. If the sale of beer and other alcoholic beverages for purchase by adult patrons is allowed on the Leased Premises, the sublease shall require that the sublessee procure all necessary permits and shall comply with all applicable laws and regulations and indemnify, defend, and hold the City harmless for any and all claims for damages or injuries to persons or property arising out of the service of alcohol on the Leased Premises, including reasonable attorneys' fees and costs. The sublease shall also require that the sublessee maintain and provide liquor liability coverage naming the City as an additional insured.

20. **UTILITIES AND FEES.** FOZ shall be responsible for paying all utility expenses and fees for the Leased Premises, including but not limited to water, sewer, electric, telephone, and information technology services. City will be responsible for payment of water quality fees.

21. **WAIVER.** The waiver by City of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term. The subsequent acceptance of services under this Agreement by City shall not be deemed to be a waiver of any prior occurring breach by FOZ of anything contained in this Agreement regardless of the knowledge of City of the prior existing breach at the time of the acceptance of such services.

22. **FORCE MAJEURE.** The parties shall not be deemed to have defaulted or failed to perform hereunder if that party's default or inability to perform shall have been caused by an event or events beyond the control and without the fault of that party, including (without limitation) acts of God, epidemic, pandemic, disease outbreak, governmental restrictions, restrictions on access to the Leased Premises acts of government, fire, flood, dangerous weather conditions, failure to obtain a required permit (provided such failure was not due to the acts or omissions of the applicable party), explosions, strikes, labor disputes, or sabotage, acts of war or a public enemy, terrorist acts, civil riots or commotions, or acts of military authority, epidemic or pandemic (each, a "Force Majeure Occurrence"). If the Force Majeure Occurrence continues more than sixty (60) days or otherwise materially affects a party's or the Parties' ability to perform its obligations as contemplated by this Agreement, then the Parties will negotiate in good faith as to whether this Agreement shall be terminated or otherwise modified to account for the Force Majeure Occurrence. In the event this Agreement is terminated due to a Force Majeure Occurrence, then (i) each party hereby waives any claim for damages or compensation from the other party by reason of such termination; and (ii) neither party shall be liable to the other for failure to perform their obligations as a result of a Force Majeure Occurrence and such obligations hereunder shall be fully excused without any additional obligations.

23. **REMOVAL OF PROPERTY.** FOZ shall not remove from the Leased Premises any of the Personal Property belonging to City except such items as may be removed with the express written permission of the DPO. Upon termination of this Agreement for any reason, FOZ may remove FOZ's Personal Property, and shall do so within thirty (30) days following the termination of this Agreement. Thereafter, any FOZ Personal Property remaining on the Leased Premises shall thereupon become the sole and exclusive property of City.

24. **REPRESENTATIONS AND WARRANTIES.**

24.1 **Formation.** FOZ is a non-profit corporation duly incorporated, validly existing and in good standing under the laws of the State of Tennessee. FOZ agrees to maintain its good standing status with the Tennessee Secretary of State's Office during the duration of this Agreement. FOZ shall maintain at all times during duration of this Agreement its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

24.2 **Authority.** FOZ has full power and authority to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of FOZ and. no other corporate or other action on the part of FOZ is necessary to authorize execution and performance of this Agreement.

24.3 **Accreditation.** FOZ shall maintain its accreditation with AZA during the Term of this Agreement.

25. **NO LIENS.** FOZ will not suffer or through its actions or by anyone under its control or supervision or cause to be filed upon the Leased Premises, Personal Property of FOZ Personal Property, any lien or encumbrance of any kind. In the event any lien is filed, FOZ shall cause such lien to be discharged within thirty (30) days after receipt of written notice to do so from City and any such failure to remove the lien shall be cause for immediate termination of this Agreement.

26. **NO DANGEROUS MATERIALS.** FOZ shall not use or permit on the Leased Premises the storage of illuminating oils, oil lamps, turpentine, benzine, naphtha, or other similar substances, hazardous materials or explosives of any kind, or any substance or articles prohibited in the standard policies of fire insurance companies doing business in the State of Tennessee, nor operate any machinery that may cause damage to the Leased Premises. Nothing contained in this Section shall preclude FOZ from maintaining material and equipment for conducting activities the Leased Premises that are customary in the operation of a zoo. In all cases, dangerous materials and other potentially harmful equipment will be stored in a locked area.

27. **NO HAZARDOUS MATERIALS.**

A. Except with respect to commercially packaged products used and stored by FOZ on the Leased Premises, such as common cleaning fluids and supplies, neither FOZ nor FOZ's agents, employees, contractors, invitees, or licensees shall engage in any activity in, on or about the Leased Premises, nor permit others to engage in any such activity, which will result in the Leased Premises containing any Hazardous Substance. For purposes of this Agreement, "**Hazardous Substance**" shall have the meaning set forth at 42 U.S.C. Section 9601 (14), as well as the meaning(s) set

forth in any applicable state law or regulation. If at any time after the Effective Date it is determined that FOZ or FOZ's agents, employees, contractors, invitees or licensees, have been responsible for the Leased Premises containing any Hazardous Substance, then FOZ shall be solely responsible for and shall pay for all costs incurred in connection with the removal of the Hazardous Substance to the extent directly or indirectly caused or allowed by FOZ, or any agent, employee, contractor, invitee or licensee of FOZ. The obligations set for in this Section shall survive the expiration or the earlier termination of this Agreement.

- B. In addition to any other indemnity contained in this Agreement, FOZ shall defend, indemnify, and hold City harmless from and against any and all losses, liabilities, general, special, consequential and/or incidental damages, injuries, costs, expenses, claims of any and every kind whatsoever, including without limitation court costs, reasonable attorneys' fees, damages to any person or the Leased Premises incurred or suffered by or asserted against City with respect to, or as a direct or indirect result of (i) the breach by FOZ of any of the covenants set forth in this Section or (ii) the presence on, under or the escape, seepage, leakage, spillage, discharge, emission, release from, onto or into the Leased Premises, of any Hazardous Substance to the extent directly or indirectly caused or allowed by FOZ, or any agent, employee, contractor, invitee or licensee of FOZ after the Effective Date. Tenant's indemnification obligations under this Section shall survive the expiration or the earlier termination of this Agreement.

28. **NON-DISCRIMINATION**. There shall be no discrimination as to age, race, gender, religion, color, creed, national origin, disability, protected veteran or military status, sexual orientation, gender identity, ethnic origin, political affiliations, genetic information, marital status, or any other protected basis in accordance with applicable City ordinances and resolutions, state and federal laws (except where such category or class constitutes a bona fide occupational qualification), against any worker, employee or applicant or any member of the public in the operations referred to in this Agreement; and further, there shall be no discrimination regarding any use, service, maintenance, or improvement of the Leased Premises, nor will FOZ allow any subcontractors to so discriminate. All facilities located on the Leased Premises shall be made available to the public, subject to the right of FOZ to establish and enforce rules and regulations to provide for the safety of the Leased Premises.

29. **SECURITY**. FOZ agrees to provide security services for the Leased Premises seven (7) days per week in accordance with AZA requirements. FOZ also agrees to provide any necessary security or alarm systems and provide monitoring and repairs associated with those security systems.

30. **TENNESSEE LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

31. **SEVERABILITY**. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining provisions of this Agreement shall not be affected thereby.

32. **NO THIRD-PARTY BENEFICIARIES.** No persons or entities shall be a beneficiary of this Agreement except the Parties.

33. **ENTIRE AGREEMENT.** This Agreement contains the sole and entire agreement of the Parties and no prior or contemporaneous oral or written representation or agreement between the Parties shall have legal effect. No provision of this Agreement shall be waived unless such waiver is expressly made in writing and signed by an authorized representative of such party.

34. **LEASEHOLD MORTGAGE.** At any time during the term of this Agreement, Lessee may submit a detailed plan and written request to City for City's consideration of granting to FOZ's lenders a leasehold mortgage with respect to FOZ's leasehold possessory interest in the Leasehold Premises. The detailed plan submitted with FOZ's written request must be approved by the Mayor or his/her designee. The City, in its sole and absolute discretion, shall have the right to deny FOZ's request.

(Signatures on Next Page)

**SIGNATURE PAGE TO LEASE AGREEMENT BETWEEN CITY OF
CHATTANOOGA AND FRIENDS OF THE ZOO, INC.**

IN WITNESS WHEREOF, City and FOZ have caused this Agreement to be executed as of the Effective Date.

ACCEPTED AND AGREED TO:

FRIENDS OF THE ZOO, INC.

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: Chairman

CITY OF CHATTANOOGA

By: _____
Jermaine E. Freeman
Senior Advisor for Economic Opportunity



EXHIBIT "A" Leased Premises

Legend
□ Parcels

Chattanooga



Disclaimer: This map is to be used for reference only, and no other use or reliance on the same is authorized. This map was automatically generated using HCGIS Mapping System. Parcel lines are shown for reference only and are not intended for conveyances, nor is it intended to substitute for a legal survey or property abstract.



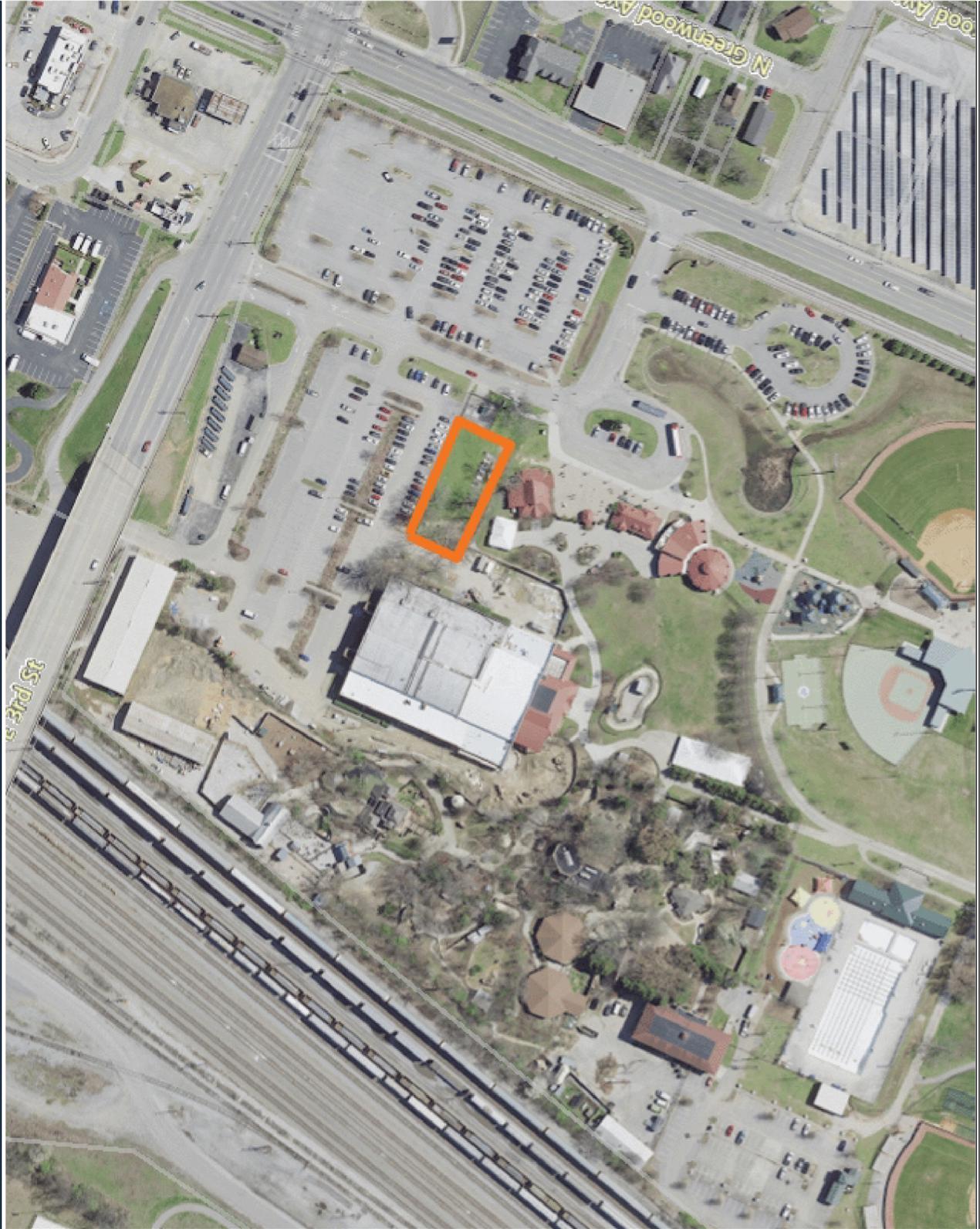
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NAD_1983_StatePlane_Tennessee_FIPS_4100_Feet
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Exhibit "A-1" Exercise Equipment

Legend
□ Parcels

Chattanooga



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Exhibit "A-2" Warehouse Property

Legend
□ Parcels



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EXHIBIT "B"

Personal Property, Vehicles & Equipment

Ford Transit Van 250 U317 yr. 2017

Ford Transit Van 250 U318 yr 2017

Kawasaki Mule 3000 yr.2008

Toro Dingo TX-1000 yr 2020

Bush Hog ES 2052 unknown

Kohler 40REOZK Generator yr installed 2020 new

EXHIBIT C "Shared Access Parking"



Legend
□ Parcels



Chattanooga

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EXHIBIT D
"Zoo Animals"

Report Start Date
Aug 17, 2021

Summary Inventory Report For

Animalia / Animals

Report End Date
Aug 17, 2021



Report Type: Physical

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Taxonomic	Common Name	Beginning	Births	Acquisitions	Deaths	Dispositions	Ending
<i>Avicularia purpurea</i>	Ecuadorian purple tarantula	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Brachypelma albopilosum</i>	Curlyhair tarantula	0.0.2	0.0.0	0.0.0	0.0.0	0.0.0	0.0.2
<i>Brachypelma auratum</i>	Mexican flameknee tarantula	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Brachypelma emilia</i>	Mexican Red-leg Tarantula	0.0.2	0.0.0	0.0.0	0.0.0	0.0.0	0.0.2
<i>Brachypelma smithi</i>	Red-kneed tarantula	0.2.0	0.0.0	0.0.0	0.0.0	0.0.0	0.2.0
<i>Brachypelma vagans</i>	Redrumped tarantula	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Brachypelma verdezi</i>	Mexican Rose Gray Tarantula	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Chromatopelma cyaneopubescens</i>	Greenbottle blue tarantula	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Eupalaestrus campestratus</i>	Pink zebra beauty tarantula	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Grammostola pulchripes</i>	Chaco golden knee tarantula	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Hapalopus</i>	Colombian Pumpkin Patch Tarantula	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Monocentropus balfouri</i>	Socotra Island Blue Baboon Tarantula	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Pelinobius muticus</i>	Brown baboon spider	0.1.1	0.0.0	0.0.0	0.0.0	0.0.0	0.1.1
<i>Poecilotheria metallica</i>	Gooty sapphire ornamental tarantula	0.0.2	0.0.0	0.0.0	0.0.0	0.0.0	0.0.2
<i>Tapinauchenius plumipes</i>	Trinidad mahogany tarantula	0.1.0	0.0.0	0.0.0	0.0.0	0.0.0	0.1.0
<i>Ybyrapora diversipes</i>	Tarantula	0.0.3	0.0.0	0.0.0	0.0.0	0.0.0	0.0.3
<i>Caribena versicolor</i>	Tarantula	0.0.2	0.0.0	0.0.0	0.0.0	0.0.0	0.0.2
<i>Gromphadorhina portentosa</i> *	Madagascar hissing cockroach	0.0.75	0.0.0	0.0.0	0.0.0	0.0.0	0.0.75
<i>Carassius auratus</i> *	Goldfish	0.0.4	0.0.0	0.0.0	0.0.0	0.0.0	0.0.4
<i>Lamprologus</i> *	Cichlid	0.0.200	0.0.0	0.0.0	0.0.0	0.0.0	0.0.200
<i>Cryptobranchus alleganiensis</i>	Hellbender	0.2.10	0.0.0	0.0.0	0.0.0	0.0.0	0.2.10
<i>Incilius alvarius</i>	Colorado River toad	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Dendrobates auratus</i> *	Green and black poison frog	0.0.31	0.0.0	0.0.0	0.0.0	0.0.0	0.0.31
<i>Dendrobates leucomelas</i> *	Yellow-headed poison frog	0.0.2	0.0.0	0.0.0	0.0.0	0.0.0	0.0.2
<i>Ranitomeya imitator</i> *	Mimic poison frog	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Trachycephalus resinifictrix</i> *	Mission golden-eyed tree frog	0.0.2	0.0.0	0.0.0	0.0.0	0.0.0	0.0.2
<i>Pyxicephalus adspersus</i>	African bullfrog	0.0.2	0.0.0	0.0.0	0.0.0	0.0.0	0.0.2
<i>Clemmys guttata</i> *	Spotted turtle	1.1.5	0.0.0	0.0.0	0.0.0	0.0.0	1.1.5
<i>Terrapene carolina</i> *	Eastern box turtle	1.0.5	0.0.0	0.0.0	0.0.0	0.0.0	1.0.5
<i>Trachemys scripta</i> *	Common slider	0.4.1	0.0.0	0.0.0	0.0.0	0.0.0	0.4.1
<i>Trachemys scripta elegans</i>	Red-eared slider	0.0.2	0.0.0	0.0.0	0.0.0	0.0.0	0.0.2
<i>Astrochelys radiata</i>	Radiated tortoise	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Chelonoidis carbonarius</i>	Red-footed tortoise	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Geochelone elegans</i> *	Indian star tortoise	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Geochelone gigantea</i>	Aldabra giant tortoise	0.0.4	0.0.0	0.0.0	0.0.0	0.0.0	0.0.4
<i>Gopherus agassizii</i>	Desert tortoise	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Gopherus polyphemus</i>	Gopher tortoise	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Indotestudo elongata</i>	Elongated tortoise	1.0.1	0.0.0	0.0.0	0.0.0	0.0.0	1.0.1
<i>Indotestudo forstenii</i>	Forsten's tortoise	2.5.1	0.0.0	0.0.0	0.0.0	0.0.0	2.5.1
<i>Malacochersus tornieri</i>	African pancake tortoise	1.0.2	0.0.0	0.0.0	0.0.0	0.0.0	1.0.2
<i>Pyxis arachnoides arachnoides</i>	Common spider tortoise	3.1.0	0.0.0	0.0.0	0.0.0	0.0.0	3.1.0
<i>Centrochelys sulcata</i> *	African spurred tortoise	4.1.0	0.0.0	0.0.0	0.0.0	0.0.0	4.1.0
<i>Kinosternon subrubrum</i>	Eastern mud turtle	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Chelodina mccordi</i>	McCord's snake-necked turtle	0.1.1	0.0.0	0.0.0	0.0.0	0.0.0	0.1.1
<i>Pelusios castaneus</i> *	West African mud turtle	0.1.1	0.0.0	0.0.0	0.0.0	0.0.0	0.1.1
<i>Pogona minor</i>	Dwarf bearded dragon	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Uromastyx maliensis</i> *	Mali spiny-tailed lizard	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Crotaphytus bicinctores</i> *	Mojave black-collared lizard	0.1.0	0.0.0	0.0.0	0.0.0	0.0.0	0.1.0
<i>Basiliscus vittatus</i>	Brown basilisk	0.1.0	0.0.0	0.0.0	0.0.0	0.0.0	0.1.0
<i>Cyclura cornuta</i>	Rhinoceros/Mona iguana	0.2.0	0.0.0	0.0.0	0.0.0	0.0.0	0.2.0
<i>Petrosaurus thalassinus</i>	Baja blue rock lizard	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Sauromalus ater</i>	Chuckwalla	0.2.2	0.0.0	0.0.0	0.0.0	0.0.0	0.2.2

Report Start Date
Aug 17, 2021

Summary Inventory Report For

Animalia / Animals

Report End Date
Aug 17, 2021



Report Type: Physical

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Taxonomic	Common Name	Beginning	Births	Acquisitions	Deaths	Dispositions	Ending
<i>Phrynosoma platyrhinos</i> *	Desert horned lizard	8.4.3	0.0.0	0.0.0	0.0.0	0.0.0	8.4.3
<i>Coleonyx variegatus</i>	Western banded gecko	0.0.2	0.0.0	0.0.0	0.0.0	0.0.0	0.0.2
<i>Hemidactylus turcicus</i>	Mediterranean gecko	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Uroplatus henkeli</i> *	Henkel's leaf-tailed gecko	2.5.0	0.0.0	0.0.0	0.0.0	0.0.0	2.5.0
<i>Cordylus tropidosternum</i> *	Girdle-tailed lizard	0.0.7	0.0.0	0.0.0	0.0.0	0.0.0	0.0.7
<i>Corucia zebrata</i>	Prehensile-tailed skink	3.0.0	0.0.0	0.0.0	0.0.0	0.0.0	3.0.0
<i>Tiliqua scincoides</i>	Blue-tongued skink	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Salvator merianae</i>	Argentine black and white tegu	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Ophisaurus apodus</i>	OBSOLETE: Use Pseudopus apodus / European glass lizard	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Heloderma horridum exasperatum</i>	Rio Fuerte beaded lizard	0.0.3	0.0.0	0.0.0	0.0.0	0.0.0	0.0.3
<i>Heloderma suspectum</i>	Gila monster	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Varanus acanthurus acanthurus</i>	Spiny-tailed monitor	0.1.0	0.0.0	0.0.0	0.0.0	0.0.0	0.1.0
<i>Varanus komodoensis</i>	Komodo dragon/Ora	2.1.0	0.0.0	0.0.0	0.0.0	0.0.0	2.1.0
<i>Bothrochilus albertisii</i>	Northern white-lipped python	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Morelia spilota</i>	Carpet/diamond python	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Morelia viridis</i>	Green tree python	0.1.0	0.0.0	0.0.0	0.0.0	0.0.0	0.1.0
<i>Python bivittatus</i>	Burmese python	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Python regius</i>	Royal/ball python	0.1.2	0.0.0	0.0.0	0.0.0	0.0.0	0.1.2
<i>Acrotrophis dumerili</i>	Dumeril's ground boa	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Boa constrictor ortonii</i>	Red-tailed boa	0.1.0	0.0.0	0.0.0	0.0.0	0.0.0	0.1.0
<i>Corallus caninus</i>	Emerald tree boa	0.1.0	0.0.0	0.0.0	0.0.0	0.0.0	0.1.0
<i>Gongylophis colubrinus</i>	Sand boa	0.1.4	0.0.0	0.0.0	0.0.0	0.0.0	0.1.4
<i>Drymarchon corais melanurus</i>	Black-tailed cribo	0.0.2	0.0.0	0.0.0	0.0.0	0.0.0	0.0.2
<i>Drymarchon couperi</i>	Eastern indigo snake	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Hydrodynastes gigas</i>	False water cobra	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Lampropeltis triangulum hondurensis</i>	Honduran milksnake	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Pituophis melanoleucus melanoleucus</i>	Northern pine snake	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Agkistrodon contortrix mokasen</i>	Northern copperhead	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Agkistrodon piscivorus</i>	Cottonmouth	0.0.2	0.0.0	0.0.0	0.0.0	0.0.0	0.0.2
<i>Bothriechis schlegelii</i> *	Eyelash palm pitviper	2.0.0	0.0.0	0.0.0	0.0.0	0.0.0	2.0.0
<i>Crotalus atrox</i>	Western diamondback rattlesnake	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Crotalus cerastes</i>	Sidewinder	0.0.2	0.0.0	0.0.0	0.0.0	0.0.0	0.0.2
<i>Crotalus lepidus klauberi</i>	Banded rock rattlesnake	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Crotalus lepidus lepidus</i>	Mottled rock rattlesnake	0.2.0	0.0.0	0.0.0	0.0.0	0.0.0	0.2.0
<i>Crotalus polystictus</i>	Mexican lance-headed rattlesnake	0.1.0	0.0.0	0.0.0	0.0.0	0.0.0	0.1.0
<i>Lachesis muta</i>	South American bushmaster	0.1.0	0.0.0	0.0.0	0.0.0	0.0.0	0.1.0
<i>Lachesis muta muta</i>	South American bushmaster	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Bitis arietans</i>	Puff adder	0.0.2	0.0.0	0.0.0	0.0.0	0.0.0	0.0.2
<i>Bitis gabonica</i>	Gaboon viper	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Bitis rhinoceros</i>	Western gaboon viper	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Tomistoma schlegelii</i>	False gharial	0.3.0	0.0.0	0.0.0	0.0.0	0.0.0	0.3.0
<i>Alligator mississippiensis</i>	American alligator	1.0.1	0.0.0	0.0.0	0.0.0	0.0.0	1.0.1
<i>Alligator sinensis</i>	Chinese alligator	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Pavo cristatus</i> *	Common peafowl	10.4.2	0.0.0	0.0.0	0.0.0	0.0.0	10.4.2
<i>Anas platyrhynchos domestic white pekin</i> *	White pekin duck	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Cairina moschata</i> *	Muscovy duck	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Columbidae</i>	Pigeons & doves	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Musophaga violacea</i>	Violet turaco	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Balearica regulorum</i>	Grey crowned-crane	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Bubo virginianus</i>	Great horned owl	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Megascops asio</i>	Eastern screech owl	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Coragyps atratus</i>	Black vulture	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Buteo jamaicensis</i>	Red-tailed hawk	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Coracias cyanogaster</i>	Blue-bellied roller	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0

Report Start Date
Aug 17, 2021

Summary Inventory Report For

Animalia / Animals

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Report Type:

Physical

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Taxonomic	Common Name	Beginning	Births	Acquisitions	Deaths	Dispositions	Ending
<i>Pteroglossus viridis</i>	Green aracari	0.1.0	0.0.0	0.0.0	0.0.0	0.0.0	0.1.0
<i>Psittacus erithacus</i>	Grey parrot	0.1.0	0.0.0	0.0.0	0.0.0	0.0.0	0.1.0
<i>Ara ararauna</i>	Blue-and-yellow macaw	2.0.0	0.0.0	0.0.0	0.0.0	0.0.0	2.0.0
<i>Ara chloropterus</i>	Green-winged macaw	0.1.0	0.0.0	0.0.0	0.0.0	0.0.0	0.1.0
<i>Ara macao</i>	Scarlet macaw	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Aratinga nenday</i>	Nanday parakeet	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Amazona aestiva aestiva</i>	Blue-fronted amazon	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Cacatua moluccensis</i>	Salmon-crested cockatoo	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Corvus brachyrhynchos</i>	Common crow	0.0.1	0.0.0	0.0.0	0.0.0	0.0.0	0.0.1
<i>Lamprotornis superbus</i>	Superb starling	2.0.0	0.0.0	0.0.0	0.0.0	0.0.0	2.0.0
<i>Leucopsar rothschildi</i>	Bali myna	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Echinops telfairi</i>	Lesser Madagascar hedgehog tenrec	0.2.0	0.0.0	0.0.0	0.0.0	0.0.0	0.2.0
<i>Procavia capensis</i>	Rock hyrax	2.2.0	0.0.0	0.0.0	0.0.0	0.0.0	2.2.0
<i>Procavia capensis capensis</i>	Rock hyrax	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Myrmecophaga tridactyla</i>	Giant anteater	0.1.0	0.0.0	0.0.0	0.0.0	0.0.0	0.1.0
<i>Callithrix geoffroyi</i>	White-fronted marmoset	2.2.0	0.0.0	0.0.0	0.0.0	0.0.0	2.2.0
<i>Leontopithecus rosalia</i>	Golden lion tamarin	3.1.0	0.0.0	0.0.0	0.0.0	0.0.0	3.1.0
<i>Saguinus bicolor</i>	Pied tamarin	3.1.0	0.0.0	0.0.0	0.0.0	0.0.0	3.1.0
<i>Saguinus imperator subgriseus</i>	Bearded emperor tamarin	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Saguinus oedipus</i>	Cotton-top tamarin	2.2.0	0.0.0	0.0.0	0.0.0	0.0.0	2.2.0
<i>Ateles geoffroyi</i>	Black-handed spider monkey	0.2.0	0.0.0	0.0.0	0.0.0	0.0.0	0.2.0
<i>Ateles geoffroyi geoffroyi</i>	Black-handed spider monkey	2.0.0	0.0.0	0.0.0	0.0.0	0.0.0	2.0.0
<i>Lophocebus aterrimus</i>	Black crested mangabey	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Nomascus leucogenys</i>	White-cheeked gibbon	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Pan troglodytes</i>	Chimpanzee	2.5.0	0.0.0	0.0.0	0.0.0	0.0.0	2.5.0
<i>Cynomys ludovicianus</i> *	Black-tailed prairie dog	3.2.2	0.0.0	0.0.0	0.0.0	0.0.0	3.2.2
<i>Heterocephalus glaber</i> *	Naked mole-rat	1.0.10	0.0.0	0.0.0	0.0.0	0.0.0	1.0.10
<i>Hystrix africaeaustralis</i>	Cape porcupine	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Coendou prehensilis</i>	Prehensile-tailed porcupine	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Chinchilla</i>	Chinchilla	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Cavia porcellus</i>	Domestic guinea pig (breed unspecified)	0.1.0	0.0.0	0.0.0	0.0.0	0.0.0	0.1.0
<i>Hydrochoerus hydrochaeris</i>	Capybara	0.2.0	0.0.0	0.0.0	0.0.0	0.0.0	0.2.0
<i>Octodon degus</i>	Degu	2.0.0	0.0.0	0.0.0	0.0.0	0.0.0	2.0.0
<i>Oryctolagus cuniculus domesticus</i>	Rex rabbit	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Erinaceinae</i>	Hedgehog	2.0.0	0.0.0	0.0.0	0.0.0	0.0.0	2.0.0
<i>Felis catus</i>	Domestic cat (breed unspecified)	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Felis margarita</i>	Sand cat	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Leptailurus serval</i>	Serval	0.2.0	0.0.0	0.0.0	0.0.0	0.0.0	0.2.0
<i>Lynx rufus</i>	Bobcat	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Puma concolor</i>	Cougar	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Panthera onca</i>	Jaguar	2.0.0	0.0.0	0.0.0	0.0.0	0.0.0	2.0.0
<i>Panthera uncia</i>	Snow leopard	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Genetta genetta</i>	Small-spotted genet	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Suricata suricatta</i>	Slender-tailed meerkat	2.3.0	0.0.0	0.0.0	0.0.0	0.0.0	2.3.0
<i>Canis latrans</i>	Coyote	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Vulpes vulpes</i>	Red fox	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Vulpes zerda</i>	Fennec fox	2.6.0	0.0.0	0.0.0	0.0.0	0.0.0	2.6.0
<i>Mustela putorius furo</i>	Ferret	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Potos flavus</i>	Kinkajou	1.3.0	0.0.0	0.0.0	0.0.0	0.0.0	1.3.0
<i>Procyon lotor</i>	Raccoon	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Ailurus fulgens fulgens</i>	Red panda	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Ailurus fulgens styani</i>	Red panda	0.1.0	0.0.0	0.0.0	0.0.0	0.0.0	0.1.0
<i>Equus caballus</i>	Horse	2.0.0	0.0.0	0.0.0	0.0.0	0.0.0	2.0.0
<i>Sus scrofa scrofa</i>	Wild boar	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Camelus dromedarius</i>	Dromedary	3.0.0	0.0.0	0.0.0	0.0.0	0.0.0	3.0.0
<i>Vicugna pacos huacaya</i>	Huacaya alpaca	3.0.0	0.0.0	0.0.0	0.0.0	0.0.0	3.0.0
<i>Odocoileus virginianus</i>	White-tailed deer	2.0.0	0.0.0	0.0.0	0.0.0	0.0.0	2.0.0

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Taxonomic	Common Name	Beginning	Births	Acquisitions	Deaths	Dispositions	Ending
<i>Odocoileus virginianus virginianus</i>	Whitetailed deer	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Giraffa camelopardalis</i>	Giraffe	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Giraffa camelopardalis reticulata</i>	Reticulated giraffe	2.0.0	0.0.0	0.0.0	0.0.0	0.0.0	2.0.0
<i>Bos taurus</i>	Domestic cow/ox (breed unspecified)	1.0.0	0.0.0	0.0.0	0.0.0	0.0.0	1.0.0
<i>Capra hircus</i>	Domestic goat (breed unspecified)	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
<i>Capra hircus anglo nubian</i>	Anglo-nubian goat	0.2.0	0.0.0	0.0.0	0.0.0	0.0.0	0.2.0
<i>Capra hircus saanen</i>	Saanen goat	0.2.0	0.0.0	0.0.0	0.0.0	0.0.0	0.2.0
<i>Capra hircus nigerian dwarf</i>	Nigerian dwarf goat	2.0.0	0.0.0	0.0.0	0.0.0	0.0.0	2.0.0
<i>Philantomba monticola bicolor</i>	Blue duiker	1.1.0	0.0.0	0.0.0	0.0.0	0.0.0	1.1.0
TOTAL		141.123.437	0.0.0	0.0.0	0.0.0	0.0.0	141.123.437

* = Group Inventory Counts Included In Row

** = Colony counts included in Row

+ = Both Group and Colony counts included in Row

Included Institutions

[CHATTANOOG] Chattanooga Zoo at Warner Park