

STATEWIDE NUISANCE ALLIGATOR TRAPPER ADDITIONAL TERMS AND CONDITIONS

In addition to the FWC Terms and Conditions on purchase orders issued via MyFloridaMarketplace, the following terms and conditions also apply to this transaction:

INCORPORATION OF LAWS: fully incorporates the terms and provisions of Sections 379.3014, 379.3015, 379.3012, 379.3751, 379.3752 and 379.409 Florida Statutes, and Rules 68A-25.002, 68A-25.003, and 68A-25.052, Florida Administrative Code, included herein by reference, and any amendments hereafter made thereto. The Parties to this Agreement are on actual or constructive notice of such provisions and amendments, and shall fully abide by their terms, provided that in the case of amendments thereto the Commission shall give notice to the Trapper of such amendments.

I. **DUTIES UNDER AGREEMENT:** The Trapper may take alive or kill nuisance alligators under harvest permits issued to him subject to all terms, conditions and limitations of this Agreement and/or as authorized by the Program. Any alligator taken alive shall be killed, transferred to other persons permitted to possess alligators, or relocated within 24 hours of capture, unless authorized by license and permit to possess captive wildlife or authorized by the Program.

II. **STANDARD OF CARE AND DILIGENCE:** The Parties agree that the Trapper holds himself out to the Commission as having that degree of skill required in the trapping, taking alive and killing of nuisance alligators, and other skills reasonably related to the duties the Trapper covenants to undertake pursuant to this Agreement. The Trapper agrees to exercise that degree of care and diligence as required and the Parties agree that the Commission will hold the Trapper to that standard of care and diligence.

The Trapper hereby agrees to indemnify and hold the Commission harmless from any and all claims or demand from any personal injury or property damage resulting or occurring in connection with any activities conducted under this Agreement and shall investigate all claims of every nature at its expense. In addition, the Trapper hereby agrees to be responsible for any injury or property damage resulting from any activities conducted under this Agreement. The Trapper hereby agrees to indemnify and hold property owners or managers harmless from any personal injury or property damage resulting or occurring in connection with any activities conducted under this agreement so long as they were not caused by willful or wanton conduct on the part of the property owner or manager.

The Trapper understands that nuisance alligator trapping activities expose him to risk of injury or death. The Trapper freely and voluntarily assumes any and all risk associated therewith. The Trapper is aware these activities can be in remote areas and that emergency assistance and definitive treatment are often not readily available, and will not hold anyone responsible for any delay in him receiving treatment. The Trapper hereby affirms that he is physically, medically, and psychologically fit for these activities. The Trapper agrees to follow the safe practices, rules and regulations applicable to the activities detailed in this Agreement, and to follow all written policies and procedures transmitted in the form of Program bulletins and other protocols transmitted by Program. The Trapper hereby affirms that he currently possesses, and will maintain for the duration of this agreement, personal medical insurance, which covers injuries that might result from the nuisance alligator trapping activities.

The Trapper hereby agrees to obtain from each agent a Nuisance Alligator Trapper Agent Liability Release Form, attached hereto and made a part hereof as Attachment A. The original signed form(s) shall be sent to the Program prior to the Trapper authorizing such agent to engage in trapping activities.

III. **CONSULTATION WITH THE PROGRAM:** The Trapper agrees to seek clarification from the Program and promptly notify the Program of all facts relevant to the business of the Commission which comes to the knowledge of the Trapper and which affects or may affect the interests of the Commission.

IV. DUTIES AS TO NUISANCE ALLIGATORS: The Trapper agrees to take alive or kill nuisance alligators and handle same, subject to the following terms, conditions and limitations:

(1) The Trapper will take alive or kill nuisance alligators only by a specific harvest permit issued by the Commission, except in a bona-fide emergency. In the event of said emergency, verbal authorization of the Program shall operate in lieu of said permit.

(2) The specific harvest permit enumerated in section IV, paragraph (1) above, shall be issued to the Trapper by the Program, for each nuisance alligator(s) to be taken alive or killed by the Trapper. The harvest permit may specify methods and/or conditions by which the nuisance alligator may be taken alive or killed. The Trapper agrees to abide by any methods and/or conditions so specified and to abide by all terms and conditions of the harvest permit. The Trapper agrees that he will not use any firearm to kill any nuisance alligator unless such authorizations are specifically recited in the harvest permit. In absence of such authorizations in the harvest permit, the Trapper agrees to only use a firearm to kill a nuisance alligator as verbally authorized by the Program or, as verbally authorized by and in the presence of any other Commission Law Enforcement Officer, excluding Reserve Officer.

All unused CITES hide tags shall be returned to the Commission by January 15th following the end of the calendar year. The Trapper agrees to promptly relinquish any permit and CITES hide tags to the Program upon demand.

(3) The Trapper agrees to immediately affix a CITES hide tag issued by the Commission to the alligator hide at the site where the nuisance alligator is killed. The Trapper agrees to leave each CITES hide tag affixed to the alligator hide.

The Trapper agrees to maintain custody and control of all CITES hide tag(s) issued to the Trapper, and shall not transfer or loan any such tag except to their designated agent(s), until such time as a tagged alligator hide is transferred for sale, sold, or upon demand of the Program to relinquish such tag, unless such transfer, loan or demand to relinquish custody and control is authorized in writing by the Program or Commission.

(4) The Trapper agrees to allow inspection of their processing facility at any and all times by Commission-designated personnel for the purpose of assuring the Trapper's compliance under this Agreement, and to assure compliance with all applicable laws, rules and regulations by the Trapper. Further, the Trapper hereby consents to inspection and searches by Commission-designated personnel of the Trapper's premises for the sole and exclusive purpose of assuring the Trapper's compliance under this Agreement and to assure the Trapper's compliance with all laws, rules and regulations relating to the purpose or benefit of this Agreement and the Program. Further, the Trapper agrees to cooperate with and assist all Commission Law Enforcement Officers and other duly commissioned peace officers of the State of Florida in their enforcement of laws, rules and regulations.

(5) The Trapper may sell or transfer alligator meat only as provided in Rule 68A-25.052, Florida Administrative Code. The Parties agree that disposal of alligator hides, meat and carcasses as herein provided is specifically limited by the ownership interest of the State of Florida in said hides, meat and carcass and any authorization given to the Trapper herein to sell, transfer or dispose of same is subject to the discretion of the Commission. The Parties therefore agree that the Commission may require the Trapper to relinquish all or part of any alligator for any purpose and at any time, and no authorization given to the Trapper herein shall vest in the Trapper any ownership interest against the State of Florida in all or part of any alligator.

(6) The Trapper, and his agents, may not charge a fee to any member of the public for the service of taking or removing nuisance alligators.

V. ADDITIONAL COVENANTS: The Trapper agrees to promptly and dutifully respond to a nuisance alligator complaint. The Trapper agrees not to generate or attempt to generate nuisance alligator complaints, either directly or indirectly, nor take alive or kill nuisance alligators in excess of the Trapper's authorization hereunder.

VI. RELATIONSHIP OF TRAPPER TO COMMISSION: It is understood that an employer-employee relationship does not exist between the Commission and the Trapper, and the Commission is not responsible for providing Worker's Compensation insurance and withholding services for the Trapper or his employee(s). There is no conflict of interest or any other prohibited relationship between the Trapper and the Commission. The Trapper shall disclose the name of any agents who are employees of the Commission or who own a 5% or greater interest in your business.

VII. DUTY OF GOOD FAITH AND LOYALTY: The Trapper agrees to exercise good faith and loyalty toward the Commission. Therefore, the Trapper agrees that he will not assume any position in which his interests will be adverse or antagonistic to those of the Commission.

VIII. TERMINATION:

Either Party may terminate this Agreement for any reason by giving written notice to the other Party specifying the termination date, by certified mail, return receipt requested or other delivery confirmation methods, at least thirty (30) days prior to the termination date specified in the notice.

This Agreement shall terminate immediately upon the Commission giving written notice to the Trapper in the event of fraud, willful misconduct or breach of this Agreement.

The Commission may terminate this Agreement immediately and without notice, in the event the Trapper is convicted, regardless of adjudication, of a violation of any law, rule, or regulation governing wildlife or fish. A plea of nolo contendere, regardless of adjudication, shall be considered a conviction for purposes of termination of this Agreement. The Trapper must notify the Commission immediately upon conviction of a wildlife or fish violation. The Trapper must also notify the Commission of a felony conviction or any court order or administrative order which will affect your ability to perform under this agreement. The Commission may terminate this Agreement immediately and without notice in the event the Commission determines that you pose a risk to the public or are unable to perform under this agreement. The Commission may terminate this Agreement if the Trapper demonstrates an inability to carry out the duties as required, for failure to meet Program performance standards, or for non-compliance with written policies and procedures transmitted in the form of Program Bulletins.

The Commission reserves the right to unilaterally cancel this Agreement for refusal by the Trapper to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Trapper in conjunction with this Agreement.

In the event of expiration of this Agreement or termination, the Trapper shall relinquish all unused permits, CITES hide tags, ID cards issued by the Commission, vehicle decals furnished by the Commission, other Commission furnished equipment, as well as any of these items in the possession of their agents to the Commission within 30 days of expiration or termination of this Agreement.

The Parties agree that nothing herein shall be construed to supersede the authority of the Commission or any peace officer of the State of Florida to enforce any and all laws, rules and regulations. In addition, the Parties agree that this Agreement shall not be construed to authorize the violation of any such law, rule or regulation by the Trapper.

Notwithstanding any provision of the law or this Agreement, all CITES hide tags are property of the Commission, and the Program may demand their return at any time. Failure by the Trapper to immediately relinquish all CITES hide tags shall be grounds to immediately terminate this Agreement.

XI. NON-ASSIGNMENT: The Parties agree that the Commission has entered into this Agreement with the Trapper for the purpose of carrying out the duties and covenants to which he binds himself hereunder; therefore, any assignments or delegation of the Trapper's covenants or duties hereunder, other than to employees of the Trapper or agents for the Trapper in the usual course of the Trapper's business, and limited as hereinafter provided, shall be without any binding effect whatsoever on either Party and shall be null and void.

Each nuisance alligator trapper may have alligator trapping agents, licensed under Section 379.3751, Florida Statutes. Such agents are authorized to conduct nuisance alligator activities in the presence of and under the direct supervision of the Trapper or his designated agent(s). A designated agent may perform nuisance alligator activities in the absence of the Trapper. Additionally, any person having a valid alligator trapping license may act as an agent for either the Trapper or his designated agents. The Trapper shall be held accountable for the conduct of their agent(s). Any misconduct may result in termination of this Agreement or the revocation of the nuisance alligator trapper's or agent's license as prescribed by Rule 68-1.010, Florida Administrative Code.

XIII. RECORD KEEPING REQUIREMENTS: The Trapper shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract, in accordance with generally accepted accounting principles. The Trapper shall allow the Commission, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. The Trapper shall maintain all records relating to the activities outlined in the Agreement, including emails. All records shall be maintained for five (5) years following the close of this Agreement. The Trapper agrees to maintain the confidentiality of any information identified by the Commission as exempt from public disclosure or confidential under Florida Statutes. In the event the trapper utilizes designated agents, the Trapper shall require each designated agent to similarly maintain and allow access to such records for audit purposes.

XV. REMEDIES: It is understood by the Parties that the remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise lawfully available.

XVI. NO THIRD PARTY RIGHTS: The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

XVIII. PUBLIC ENTITY CRIMES: In accordance with Section 287.133 (2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, consultant or by any other manner under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

IX. PROHIBITION ON DISCRIMINATORY VENDORS: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

ATTACHMENT A

**Nuisance Alligator Trapper Agent
Liability Release**

I, the undersigned, for and in consideration of permission granted by the Florida Fish and Wildlife Conservation Commission, ("FWC"), for the undersigned to participate in nuisance alligator trapping activities under the Agreement between the Trapper (as designated below) and FWC, hereby holds harmless, indemnifies, releases and forever discharges FWC, its agents, employees, commissioners and all other representatives (past, present and future), from any and all claims, lawsuits or demands whatsoever, for injury, illness, death or property damage, which may be brought by any person including but not limited to myself, my heirs, assigns, representatives, executors, or agents arising out of or in any way resulting from my participation directly or indirectly in nuisance alligator trapping activities.

I understand that nuisance alligator trapping activities expose me to risk of injury or death. I freely and voluntarily assume any and all risk associated therewith. I am aware these activities are in remote areas and that emergency assistance and definitive treatment are often not readily available, and will not hold anyone responsible for any delay in my receiving treatment.

I hereby affirm that I am physically, medically, and psychologically fit for these activities. I agree to follow the safe practices, rules and regulations applicable to the activities I participate in, and to follow all directions of and fully comply with the supervision of the Trapper or the instructions of the Nuisance Alligator Program.

I hereby affirm that I currently possess, and will maintain for the duration of my assistance to the named trapper below, personal medical insurance, which covers injuries that might result from the nuisance alligator trapping activities.

IT IS MY INTENTION BY SIGNING THIS DOCUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELIEVE THE FWC, ITS OFFICERS, DIRECTORS, COMMISSIONERS, EMPLOYEES, AND AGENTS FROM SUIT, AND TO HOLD THESE ENTITIES HARMLESS FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH FROM ANY CAUSE IN CONNECTION WITH NUISANCE ALLIGATOR TRAPPING ACTIVITIES.

I HAVE READ AND UNDERSTAND THE FOREGOING IN ITS ENTIRETY AND AGREE TO THE TERMS AND CONDITIONS OF THIS LIABILITY RELEASE. I SIGN IT OF MY OWN FREE WILL AND AGREE TO BE BOUND BY IT, FROM THE DATE OF MY SIGNATURE, UNTIL THE EXPIRATION OF THE FWC LICENSE OR PERMIT FOR THESE ACTIVITIES OR ANY RENEWAL OF THAT LICENSE OR PERMIT.

Alligator Trapping Agent (print name): _____

Signature: _____

Date signed: _____

The foregoing was signed in my presence.

Contracted Nuisance Alligator Trapper (print name): _____

Signature: _____

Date signed: _____