

ANIMAL EVENT RIDER TO MSU FACILITY USE CONTRACTS

This Animal Event Rider (“Rider”) dated _____ is entered into by and between _____ (“Licensee”) and Michigan State University (“MSU”).

Licensee and MSU have entered into that certain _____ (“Facility Use Agreement”) permitting Licensee to access and use certain MSU facilities (“Licensed Facilities”) under the terms of the Facility Use Agreement. Licensee is required to execute and satisfy the conditions of this Rider prior to housing or exhibiting any live animal at the Licensed Facilities.

Licensee and MSU agree as follows:

1. If any live animal that will be housed or exhibited at the Licensed Facilities is an “animal” under the Animal Welfare Act (7 USCA §2131 et. seq.) and the Federal Regulations in connection therewith (9 CFR Chapter I, Subchapter A, the Animal Welfare Act and the Federal Regulations together referred to herein as the “AWA”), Licensee shall deliver to MSU, within seven (7) days after the date of this Rider, the following items with respect to each person who is an “exhibitor” under the AWA of any such animal:
 - a. evidence of valid licensing by, or registration with, the Animal and Plant Health Inspection Service, United States Department of Agriculture (“APHIS”),
 - b. the name of the attending veterinarian employed by such person, and if such attending veterinarian is on a part-time or consulting basis, a copy of the applicable written program of veterinary care and the name of each person responsible for assessing the health and well-being of the animal,
 - c. copies of any enforcement actions suspending or revoking any APHIS licenses or registrations during the three (3) year period preceding the date of this Rider, and
 - d. upon request by MSU, copies of inspection reports conducted by APHIS during the three (3) year period preceding the date of this Rider.

Until it completes its use of the Licensed Facilities, Licensee shall immediately advise MSU of any material change to or affecting the items provided to MSU, including, but not limited to, any suspension or revocation of an exhibitor’s APHIS license or failure of an exhibitor to maintain registration with APHIS.

2. If any live vertebrate animal that will be housed or exhibited at the Licensed Facilities is not an “animal” under the AWA or if the person exhibiting an “animal” is not an “exhibitor” under the AWA, Licensee shall:
 - a. comply with all applicable statutory and regulatory provisions, including the Michigan Animal Industry Act (MCL §287.701 et. seq.), the rules promulgated

thereunder, and other policies or requirements established by the Michigan Department of Agriculture,

- b. if Licensee is not conducting a “fair” under the Animal Industry Act, deliver to MSU, at least 90 days prior to housing or exhibiting any animal at the Licensed Facilities, evidence satisfactory to MSU that Licensee will comply with one of the following requirements, or a combination thereof, while the animal is at the Licensed Facilities:
 - i. a veterinarian licensed in the State of Michigan will be at the Licensed Facilities,
 - ii. a veterinarian licensed in the State of Michigan will be on-call and able to report to the Licensed Facilities within a reasonable period of time, or
 - iii. MSU’s College of Veterinary Medicine will be able to provide any required veterinary care and adequate means of transportation are available for transporting animals from the Licensed Facilities to the College of Veterinary Medicine’s Veterinary Teaching Hospital.
- 3. Licensee must fulfill the requirements of this Rider to the satisfaction of MSU before housing or exhibiting any animal at the Licensed Facilities. If MSU determines that Licensee has not satisfied the requirements of this Rider or that Licensee should not be permitted to house or exhibit animals at the Licensed Facilities for any other reason, MSU may, in addition to any other remedy available to it under the Facility Use Agreement, prohibit Licensee from housing or exhibiting any animal at the Licensed Facilities.
- 4. This Rider is hereby incorporated by reference into the Facility Use Agreement. To the extent any terms of this Rider conflict with the terms of the Facility Use Agreement, the terms of this Rider shall control.
- 5. This Rider may only be amended by written agreement executed by Licensee and MSU.

[LICENSEE]

MICHIGAN STATE UNIVERSITY

By: _____

By: _____

Its: _____

Its: _____