**Credit Transfer Agreement**

This Credit Transfer Agreement (**“Transfer Agreement”**) is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**“Credit Developer”**) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**“Credit Receiver”**). The purpose of this Agreement is to establish the terms and conditions for the transfer of credits under the Nevada Conservation Credit System (**“Conservation Credit System”**). The Credit Developer and Credit Receiver are referred to jointly as the “Parties.”

RECITALS

 WHEREAS, the Nevada Conservation Credit System was created to establish the process for securing credits to facilitate the conservation of greater sage-grouse habitat, using habitat credits.

 WHEREAS, Credit Developer represents and warrants that, as of the Effective Date of this Transfer Agreement, Credit Developer owns Conservation Credit System credits approved by the Nevada Sagebrush Ecosystem Technical Team (**“Administrator”**) for transfer.

 WHEREAS, the Credit Receiver and Credit Developer desire to enter into this Transfer Agreement to set forth the terms and conditions pursuant to which the Credit Developer will Transfer credits to the Credit Receiver.

 NOW, THEREFORE, in consideration of the foregoing Recitals and other mutual covenants and conditions contained herein, the Parties hereby agree as follows:

AGREEMENT

1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning assigned in the Conservation Credit System Manual.
2. Credit Summary: Credit Developer hereby agrees to allocate the Credit Receiver\_\_\_\_\_ (number) permanent credits and \_\_\_\_ (number) ##-year term credits to partially or completely fulfill Credit Receiver mitigation requirements. The table below summarizes the credits transferred.

|  |
| --- |
| **XX-year Term Credits** |
| Credit Project Name | Debit Project Name | Total Credits Transferred | Credit Beginning Date | Credit Ending Date | Serial Numbers for Credits Transferred |
|  |  |  |  |  |  |

|  |
| --- |
| **Permanent Credits** |
| Credit Project Name | Debit Project Name | Total Credits Transferred | Credit beginning date | Serial Numbers for Credits Transferred |
|  |  |  |  |  |

1. Credit Developer’s Obligations under this Agreement. Credit Developer is bound to maintain credits transferred according to the terms and conditions of this Transfer Agreement and as defined and agreed to by the Credit Developer and the Administrator in the Credit Developer’s Participant Contract for the Generation of Credits **(“Participant Contract”**). Credit Receiver shall be furnished with a copy of the Credit Developer’s Participant Contract and Associated Management Plan by request.
2. Costs and Attorney’s Fees. In the event that legal action is required to enforce the terms and conditions of this Contract, the Parties shall bear their own legal costs.
3. Regulatory Requirements. The Credit Receiver is responsible for ensuring the Credit Receiver is governed or covered by any regulatory instruments required under the Endangered Species Act or other applicable federal, state, or local law. The Credit Developer is not liable for any failure by the Credit Receiver to comply with permitting requirements.
4. Entire Agreement. This Transfer Agreement contains the entire understanding between the Parties and the Parties agree that no representation was made by or on behalf of the other which is not contained in this Transfer Agreement, and that in entering into this Transfer Agreement neither relied upon any representation not especially herein contained. This Transfer Agreement shall not be binding upon the Credit Developer and Credit Receiver until executed by an officer of the Credit Developer and Credit Receiver, if applicable its corporate seal affixed, and an executed copy of the Transfer Agreement has been delivered to the Credit Receiver and Credit Developer.
5. Amendments and Waivers. This Transfer Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto. No failure by the Credit Receiver or Credit Developer to insist upon the strict performance of any covenant, duty, agreement or condition of this Transfer Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition. Any party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other party hereto. No waiver shall affect or alter this Transfer Agreement, but each and every covenant, agreement, term and condition of this Transfer Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
6. Effective Date.The Effective Date of this Transfer Agreement is the date on which the last of the Parties signs this Transfer Agreement. If more than 30 days have transpired between the first and last signature, this agreement is null and void.
7. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Transfer Agreement must be sent to the attention of the persons indicated below. Notices shall be deemed delivered and given when mailed, if mailed, or when delivered by hand, upon receipt. Each party agrees to promptly send notice of any changes of this information to the other party, at the following addresses:

 Buyer:

 Name

 Address

 Credit Developer:

 Name

 Address

 With a copy to:

Conservation Credit System Administrator:

 Sagebrush Ecosystem Program

201 S. Roop St., Ste. 101

 Carson City, NV 89701

1. Severability. The invalidity in whole or in part of any provision of this Transfer Agreement will not void or affect the validity of any other provisions of this Transfer Agreement.
2. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the Conservation Credit System Administrator.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Transfer Agreement as of the date set forth below.

[Credit Developer]

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[*Authorized Signatory*] Date

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Printed Name Title

[Buyer ]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Authorized Signatory*] Date

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Printed Name Title