



Microchip # _____

RECIPIENT MARE LEASING AGREEMENT

This Recipient Mare Leasing Agreement (the "Agreement") is entered into this _____ day of _____, 20____ by and between Rogers Bandalero Ranch (the "Ranch") and _____ (the "Lessee").

Recipient Mare Name: _____ **Recipient Mare Number:** _____

Color/Markings: _____

Donor Mare: _____ **Stallion:** _____

Transfer Date: _____ **35 Day Heartbeat:** _____

1. Payment of Fees. A \$ 2000.00 balance is due for the recipient mare when she is determined to be 35 days pregnant with a visual embryo heartbeat. Rogers Bandalero Ranch will provide all board and vet fees associated with the care of the recipient mare up to day 35 of pregnancy with visual embryo heartbeat. At that time, all board and veterinary and farrier expenses become the responsibility of the Lessee. Thenceforth, the board fee shall be \$15.00 a day until the mare is removed from Ranch premises by the Lessee, and the Lessee hereby agrees to pay all charges prior to the recipient mare's departure. In the event the Lessee wishes to continue to keep the mare at Rogers Bandalero Ranch, the Lessee will be charged a monthly board rate of \$475.00. Foaling services are not available at Bandalero Ranch; however, limited space is available at an offsite facility and must be reserved before January 1st of foaling year.
2. Warranty of Suitability for a Specific Purpose. Rogers Bandalero Ranch warrants that, to the best of Rogers Bandalero Ranch's resident veterinarian's knowledge, this recipient mare is suitable for the stated purpose; further, that all relevant conditions of the horse, both physical, mental and/or behavior specific, which would be relevant to use for these particular purposes and which are known or reasonably should be known by Rogers Bandalero Ranch have been fully disclosed by Rogers Bandalero Ranch to Lessee prior to the execution of this agreement. Lessee hereby assumes all such hazards and risks and hereby release, hold harmless from and hereby covenant not to sue Rogers Bandalero Ranch, its respective officers, directors, shareholders, employees, agents, representatives, other contract personnel, successors and assigns (the "Released Parties") regarding any and all claims, demands and liabilities which Lessee or they may have, now or in the future,

known or unknown, which may arise or result from or are in any way connected with the lease of this recipient mare.

3. Recipient Mare Return. The recipient mare is the property of Rogers Bandalero Ranch and is not to be sold or transferred in any way. The mare is to be returned in good health and body condition to Rogers Bandalero Ranch at 8526 E. Tanque Verde Road, Tucson, AZ 85749 not later than eighteen (18) months after that date when it was determined that the mare was 35 days pregnant with a visual embryo heartbeat. In the event the mare is not returned to Rogers Bandalero Ranch at 8526 E. Tanque Verde Road, Tucson, AZ 85749 within eighteen (18) months, for whatever reason the Lessee shall reimburse Rogers Bandalero Ranch \$1,000.00 for the mare.
4. Recovery of Multiple Embryos. In the event multiple embryos are recovered in a single flush, Rogers Bandalero Ranch reserves the right to transfer ALL recovered embryos. Lessee shall have the option to accept or reject the second or additional embryo transfers at the time the subject recipient mare is determined to be 14 days in foal. If you opt to keep more than one in-utero foal, an additional Agreement will be due and payable when each Recipient Mare is checked positive for the visual embryo heartbeat at 35 days. If Lessee rejects any of the multiple embryo transfers or fails to pay any multiple embryo amounts when due, Lessee waives any and all claim or right to that multiple embryo/foal and, further agrees to and shall provide Rogers Bandalero Ranch with all necessary signatures and papers in order to promptly register all such foals.
5. Responsibility for Donor Mare Ultrasound. In the event an embryo is left in donor mare's uterus, whether an embryo is recovered or not, it is the Owner/Lessee's responsibility to have donor mare ultra-sounded at 16-20 days post-ovulation to insure against an unwanted pregnancy. Lessee assumes responsibility to terminate an unwanted pregnancy.
6. Registration of Foal, Live Foal and Re-Breed Conditions. Lessee agrees to be responsible to make all arrangements with the stallion owner regarding any live foal guarantee and re-breed contract conditions. Lessee agrees to be responsible for contacting breed association with regard to registry of donor mare and expected foal. Lessee hereby release from, hold harmless from and covenant not to sue Rogers Bandalero Ranch or its employees for any claim related to the stillbirth or any other defect in the expected foal.
7. Location, Redelivery of, or Payment for Recipient Mare. If Lessee removes the recipient mare from the Ranch while this Agreement is in effect it shall be immediately responsive to any request for information by the Ranch concerning the mare's location and condition. At the termination of this Agreement, Lessee shall redeliver recipient mare to Rogers Bandalero Ranch at the above-described location at their own expense. If recipient mare should die while in Lessee's care, Lessee shall notify Rogers Bandalero Ranch immediately. **Lessee agrees to pay \$1,000.00 for recipient mare within five (5) days of recipient mare's death.** If recipient mare delivers a foal stillborn or ceases to be in foal, you shall return recipient mare to Rogers Bandalero Ranch within five (5) days of the occurrence of such an event or as soon thereafter as medically feasible. **Recipient mare**

shall at all times remain the property of Rogers Bandalero Ranch. Lessee shall return recipient mare in essentially the same sound condition as you accepted that recipient mare following the days pregnant with a visual embryo heartbeat. **If you do not return recipient mare in such sound condition, you shall pay for veterinary services to return her to such sound condition or you shall pay a \$1,000.00 replacement cost.**

8. Assignment, Sale or Auction of Recipient Mare while in Foal. **If you wish to sell or submit to be auctioned foal prior to its birth or assign this Agreement, Lessee shall: (a) inform Rogers Bandalero Ranch in writing at least fifteen (15) days prior to any potential assignment or sale; (b) obtain from the buyer prior to the transfer of possession of recipient mare a fully executed assignment of this Agreement; or (c) pay Rogers Bandalero Ranch \$1,000.00 for recipient mare.** By Lessee's signature on this Agreement, Lessee hereby agrees, consent to and intend that, should Lessee sell or assign recipient mare, all your rights under this Agreement may, at the sole discretion of Rogers Bandalero Ranch, be fully transferred. Lessee agrees that Rogers Bandalero Ranch is not obligated to assign or transfer this Agreement and may elect to hold you fully responsible for all obligations under this Agreement.
9. Warranties by Rogers Bandalero Ranch. Rogers Bandalero Ranch warrants that recipient mare delivered to Lessee pursuant to this Agreement will be recipient mare as described in this Agreement. Rogers Bandalero Ranch makes no other warranty whatsoever express or implied.
10. Delinquent Accounts. Lessee agrees to pay all charges due prior to recipient mare departing Rogers Bandalero Ranch. If any subsequent charge is not paid in full within ninety (90) days, the entire account shall be delinquent. At Rogers Bandalero Ranch's sole option, all work being done with respect to a delinquent account may cease and all embryo transfer contracts may be terminated.
11. Surrender of Ownership of Foal for Non-Payment. **In the event recipient mare is not picked up and payment is not made in full by October 1st of the contract year, Lessee shall and hereby do give Rogers Bandalero Ranch legal ownership of the resulting foal of donor mare.** Ownership transfer shall take place on or before December 31st of the contract year. Lessee agrees and shall provide Rogers Bandalero Ranch with all necessary signatures in order to promptly and properly register the resulting foal.
12. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed subsequently as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
13. Modification of Agreement. Any modification of this Agreement shall be binding only if placed in writing and signed by each party or a duly authorized representative of each party.
14. Release, Hold Harmless, Covenant Not to Sue. Lessee specifically acknowledges that participation by Lessee, Lessee personnel, donor mare and/or foal in any capacity, in any activity at the Rogers Bandalero Ranch breeding facility, subjects you and them to substantial and serious risk of

damage, injury, sickness or death. Lessee hereby assume all such hazards and risks and hereby release, hold harmless from and hereby covenant not to sue Rogers Bandalero Ranch, its respective officers, directors, shareholders, employees, agents, representatives, other contract personnel, successors and assigns (the "Released Parties") regarding any and all claims, demands and liabilities which Lessee or they may have, now or in the future, known or unknown, which may arise or result from or are in any way connected with the lease of this recipient mare.

15. Insurance. Lessee specifically acknowledge and agree that the option to obtain insurance in one or more forms for some or all of the risks assumed by Lessee in this Agreement and for breeding activities, and that such insurance is Lessee's sole recourse and monitory responsibly for such risks. Lessee agrees to provide each insurer all required policy notices.

16. Binding Effect, Governing Law and Consent to Venue. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Arizona, and venue of all disputes arising from this Agreement shall be Pima County, Arizona.

Lessee's Name: _____

Lessee's Signature: _____

Address: _____

City: _____ State: _____ Zip: _____

Donor Mare: _____

Breed: _____ Registration#: _____ Age: _____

Stallion Name: _____

Breed: _____ Registration#: _____ Age: _____

Date: _____

Office Use Only:

Rogers Bandalero Ranch Authorized Signature: _____

Dr. Alicia Lindholm, DVM: _____

Donor Mare Arrival Date: _____