

# Hammonds Land & Cattle

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Operated by Colby "Bear" Hammonds



## Bull Lease Agreement

This agreement, entered into on \_\_\_\_\_, is between **Colby "Bear" Hammonds (lessor)** of **Hammonds Land & Cattle of Holly Springs, NC** and \_\_\_\_\_ (lessee).

The purpose of this lease agreement is for the lessee to have a short-term rental access to a bull(s) owned by the lessor for natural breeding purposes only. This contract is meant to define expectations and requirements for maintaining a safe and healthy animal throughout the term of this agreement. No part of this agreement suggests or secures any partnership, agency, or any formal business joint venture. The choice of law under which this agreement will fall is North Carolina state law. The contract is subject to the following stipulations, terms, and conditions:

**1. Description & Value of Bull(s):** Additional bulls may be listed on an addendum to this agreement. This lease is for one bull. **Value: \$** \_\_\_\_\_

Details: \_\_\_\_\_

**2. Lease Commencement Date:** On or about \_\_\_\_\_ **If it is determined that there are still some cow's open (not bred), extending the lease period is possible.**

**3. Term of Lease:** 3 months or less \_\_\_\_\_

**4. Price:** **\$** \_\_\_\_\_ for the first 3 months or \$ \_\_\_\_\_ per day with a minimum of 60 days; whichever is less. One bull(s) should be able to successfully cover (breed) ten cows/heifers over a 3-month period. Only with the Lessor's agreement will there be an extension of the lease agreement. However, there may be situations where the lessee would like to extend the lease; this can be addressed as needed. **Extension Dates:** \_\_\_\_\_

**5. Delivery Options:** The Lessor will deliver the bull(s) to the physical address of

Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: **NC** Zip: \_\_\_\_\_

where the bull will remain until the termination of the lease agreement, the lessee may not transport the bull(s) to any other location without permission from the lessor. A delivery fee is due at the time of delivery, and a pickup fee is due at the time of pickup. Delivery will be

documented by a written contract and a video recording showing the body condition and the terms of the agreement.

**6. Payment Terms:** Payment are \_\_\_\_\_. Hammonds Land & Cattle will conduct all drop-offs and pickups. **There will be a one-time charge for delivering the bull and no fee due for picking up the bull.**

- Deposit **not received.**
- Due Upon Mileage Delivery Fee: \$ \_\_\_\_\_
- Due Upon Delivery: \$ \_\_\_\_\_ + \$ \_\_\_\_\_ minus deposit \_\_\_\_\_ = \$ \_\_\_\_\_

**7. Reservations:** Should the lessee desire to reserve a bull(s) before delivery, a non-refundable deposit of \$ \_\_\_\_\_ will be required for each bull. If the lessee takes delivery of a lease bull(s), said deposit shall be treated as a lease payment and deducted from the amount due the lessor.

**8. Serviceability and Performance:** The lessor promotes the leased bull(s) and is guaranteed to be able to service the agreed-upon cows/heifers within the time allotted. The lessee will observe and note the heat cycles of all cows/heifers being serviced. Our goal is that no cow/heifer displays any heat cycle characteristics within the last 30 days of the lease agreement. At their own expense, the lessee may have the cows or heifers tested by a veterinarian to confirm pregnancy before the lease termination. At no time can the leased bull(s) be moved to another location. At no time can semen be collected from the bull(s).

**Initials: \_\_\_\_\_ 9. Livestock Facility Condition and Cattle Handling:** The lessee acknowledges that their livestock pastures, corrals, runways, and barns are all maintained and capable of safely housing cattle during all stages of operations. Livestock facilities must be constructed with cattle-grade fencing and electrical wire voltage levels, featuring at least one strand of electrified wire and a visual barrier. Livestock facilities and handling should be at a level that minimizes any injuries to the leased bull(s). During the lease agreement period, the leased bull(s) will never come into contact with another intact bull (s) older than eight months old to minimize any fighting or aggressive actions on the part of any bull(s). The lessee will never use any electrical shocking devices on the bull(s). The bull must be returned to the same health conditions and capabilities as at the start of the lease term. **See Section # 12 Required Testing Procedures.**

**10. Nutritional Responsibility:** The bull(s) must remain in good physical condition throughout the lease agreement. Bulls may NOT be returned in a state of malnutrition. The lessee is expected to keep the bull in a reasonable state of health, as it was at the commencement of the lease. Lessee shall be liable for any expenses incurred therein, including emergency veterinarian expenses, feed, hay, and/or medications that are required to maintain a reasonable state of condition and health during the lease period. In the event of a dispute, a competent, impartial veterinarian may mediate the dispute regarding the body's condition. If mutually acceptable, an additional payment to cover feed, labor, medication, and inconvenience may be made to the lessor instead of the "recovery" period.

**Initials: \_\_\_\_\_ 11. Health & Fertility:** The Lessor guarantees that the bull(s) are in good health and condition at delivery and certifies that the bull(s) have recently undergone and passed a fertility test. Fertility tests do not guarantee impregnation of any or all of the

lessee's females if the herd is in poor condition or health. Lessee's receiving herd's proper diet, grazing, adequate supplemental feed, internal and external parasite control, reproductive disease or infections, and other related matters need to be in adequate condition to achieve a successful pregnancy rate. The Lessee agrees that the bull(s) will be sound and healthy at the time of delivery. Lessee further agrees to assume all liability, including any injury or death associated with possessing said bull(s). This responsibility begins when the lessee takes possession of the bull(s) and lasts until the lessee delivers them back to the Lessor. The lessee is required to contact the lessor immediately if medical issues arise during the term of the agreement.

**Initials: \_\_\_\_\_ 12. Required Testing Procedures:** This lease agreement requires Lessee and Lessor to conduct detailed health tests on the requested bull and the herd that the bull will be servicing. If this is a "closed" herd and no new cattle have been introduced since the last leasing period, only the bull needs to be tested. "Closed" herd means no new cattle have been purchased, housed, maintained, or set foot on the farm since the last visit and herd health testing. **This means if you do not introduce any new cattle or bulls between our bull lease agreements, there is no requirement from Hammonds Land and Cattle to retest your cows or calves before the subsequent bull lease agreement. However, the bulls must be retested for Trichomoniasis within 30 days of the end of the lease agreement. This is to confirm the bull did not become infected during your leasing periods.** We recommend arranging for your local Veterinary to complete the necessary blood test.

Hammonds Land & Cattle's current source for cattle health tests is the North Carolina State University Veterinary School, based in Raleigh, NC. However, I am sure your local veterinarian can perform all of the required blood tests. The estimated cost to test each cow is less than \$50, and this does not include your normal veterinary travel fees. I am open to other reputable vets or cattle health sources that may be local to you.

**Required Trichomoniasis:** We conduct this test annually during the breeding soundness exam. Within 30 days of the end of your leasing period, you are required to have a professional vet conduct another Trichomoniasis test on the bull **unless you are able to provide a negative Trich test for your cows from a professional vet then there is no need to retest our bull.** Trich causes infertility & abortions, and devastating reproductive losses in herds. **Carrier Bulls:** Bulls are chronic carriers, while cows often clear the infection, making bull screening critical.

**Three Required Blood Test:** (1) Bovine Viral Diarrhea ELISA, (2) Bovine Leukemia Virus ELISA, (3) Johnes ELISA. These tests are only required for the first lease or visit. As long as your herd remains "Closed," there is no need for additional tests for each new lease period.

**Initials: \_\_\_\_\_ 13. Health Injury or Death:** In the event any bull leased under this agreement is injured to render the bull unsound for breeding purposes, if any bull dies, or if the bull tests positive for one of the above required diseases before the end of the lease agreement, the lessee is financially responsible for the full value listed under section # 1. Description & Value of Bull(s).

"Render unsound for breeding" means that the bull's physical health is hurt to any degree that would reduce their breeding soundness or ability to cover cows naturally. This

includes "Acts of God" (e.g., tornadoes, hurricanes, floods, fire, etc.). At the same time, in the care of the lessee, the lessee agrees to immediately compensate the lessor for the value of the bull(s) as outlined in Section 1. This amount is in addition to any lease payment already paid or due.

**14. Purchase:** Lease Bulls may be purchased for a mutually agreed-upon price. This price is "over and above" any lease expense. There is no guarantee that the lessor will be willing to sell the bull. This is not a "lease/purchase" transaction.

**15. Communication:** The lessee will communicate immediately to the lessor if the bull(s) are harmed in any way or if the lessee is not happy with the bull(s) serviceability.

**16. Termination of Cause:** The lessor may terminate this agreement for any reason if the safety of the animals or the lessee's experience level and livestock handling skills are found to be questionable.

**17. Legal Disclaimer:** Lessee agrees to hold harmless any damage the bull may cause during the lease agreement. Bull(s), by nature, are destructive and aggressive animals during breeding cycles and around new environments. All leased bulls have been selected for their above-average docility and calm nature. Mis-handling and poor treatment could quickly derail a bull's disposition. By agreeing to this lease, you acknowledge that you have the necessary livestock facilities and management experience to manage the bull during the lease period safely. Any claims, demands, suits, or losses that are in any way connected or associated with the use of this bull(s) during the initial delivery and pickup periods are the responsibility of the lessee.

**18. Binding Arbitration Clause:** Both parties agree that in case of dispute with this agreement, all dispute resolutions will be through an experienced agriculture mediator to help facilitate a settlement of the dispute under the rules of the American Arbitration Association.

**Additional Terms & Conditions:** \_\_\_\_\_  
\_\_\_\_\_

**Lessor Print:** Bear Hammonds    **Signature:** \_\_\_\_\_    **Date:** \_\_\_\_\_  
**Cell:** 919-818-3430    **Email:** BearHammonds@ProtonMail.com

**Lessee Print:** \_\_\_\_\_

**Lessee Signature:** \_\_\_\_\_    **Date:** \_\_\_\_\_

**Cell:** \_\_\_\_\_    **Email:** \_\_\_\_\_