

Brand



1700 County Road 1540 / Stratford OK 74872

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2025

RECIPIENT MARE LEASING AGREEMENT

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

Recipient Mare Brand: _____

Color/Markings: _____

Donor Mare: _____ Stallion: _____

Transfer Date: _____ 25 Day Heartbeat: _____

1. **Payment of Fees.** A **\$1,000.00** non-refundable deposit is due upon signing this lease. A **\$3,000.00** balance is due for the recipient mare when she is determined to be at least 25 days pregnant with a visual embryo heartbeat. (See cost summary on Page 4) Sellers Ranch will provide all board and fees associated with the care of the recipient mare up to day 25 of pregnancy with visual embryo heartbeat. After the 25 day ultrasound, all board and veterinary and farrier expenses become the responsibility of the Lessee. Thenceforth, the board fee shall be **\$15.00** per day until the mare is removed from the 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 Sellers Ranch, the Lessee will be charged a monthly board rate of **\$475.00**. Foaling services are available at Sellers Ranch; however, limited space is available and must be reserved before January 1st of the foaling year.
2. While the recipient mare is at the Sellers Ranch she will be on P4 LA. It is **HIGHLY RECOMMENDED** that she continues to be on P4 shots or Regumate after departing the Sellers Ranch. It is recommended that embryos resulting from ICSI stay at the Sellers Ranch until at least 45 days gestation.

3. **Delinquent Accounts.** Lessee agrees to pay all charges due prior to recipient mare departing Sellers Ranch. If any subsequent charge is not paid in full within thirty (30) days, the entire account shall be delinquent. At Sellers Ranch's sole option, all work being done with respect to a delinquent account may cease and all embryo transfer contracts may be terminated.
4. **Warranty of Suitability for a Specific Purpose.** Sellers Ranch warrants that, to the best of Sellers 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 Sellers Ranch have been fully disclosed by Sellers 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 Sellers 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.
5. **Recipient Mare Return.** The recipient mare is the property of Sellers 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 Sellers Ranch at 1700 County Road 1540 Stratford, OK 74872 not later than eighteen (18) months after that date when it was determined that the mare was 25 days pregnant with a visual embryo heartbeat. In the event the mare is not returned to the Sellers Ranch at 1700 CR 1540, Stratford, Ok 74872 within eighteen (18) months, for whatever reason the Lessee shall reimburse Sellers Ranch **\$3,500.00** for the mare.
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 regarding registry of donor mare and expected foal. Lessee hereby release from, hold harmless from and covenant not to sue Sellers 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 Sellers Ranch at the above-described location at their own expense. If recipient mare should die while in Lessee's care, Lessee shall notify Sellers Ranch immediately. **Lessee agrees to pay \$3,500.00 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 Sellers 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 Sellers 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 \$3,500.00 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 Sellers Ranch in writing at least fifteen (15) days prior to any potential assignment or sale; (b) obtain from the buyer to the transfer or possession of recipient mare a fully executed assignment of this Agreement; or (c) pay Sellers Ranch \$3,000.00 for recipient mare. By Lessee 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 Sellers Ranch, be fully transferred. Lessee agrees that Sellers 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 Sellers Ranch.** Sellers Ranch warrants that recipient mare delivered to Lessee pursuant to this Agreement will be recipient mare as described in this Agreement. Sellers Ranch makes no other warranty whatsoever express or implied.
10. **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 Sellers 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 Sellers Ranch with all necessary signatures to promptly and properly register the resulting foal.
11. **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, 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.
12. **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.
13. **Release, Hold Harmless, Covenant Not to Sue.** Lessee specifically acknowledges that participation by Lessee, Lessee personnel, donor mare and/or foal in and capacity, in any activity at the Sellers 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 Sellers Ranch, it 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.
14. **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.

15. Binding Effect Governing Law and Consent to Venue. This Agreement shall bind and insure 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 Oklahoma, and venue all disputes arising from this Agreement shall be Pontotoc County, Oklahoma.

Lessee's Name: _____

Lessee's Signature: _____ Date: _____

Phone Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Donor Mare: _____

Breed: _____ Registration #: _____ Age: _____

Stallion Name: _____ Resistration#: _____

Reproduction Facility: _____ Phone: _____

For Office Use Only:

Sellers Ranch Authorized Signature: _____

Mare Arrival Date: _____