



William B. Ley, DVM, MS
 Diplomate, American College of Theriogenologists
 PO Box 211, Rectortown, VA 20140
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<http://www.VAhorsevet.com>

Recipient Mare Lease Contract:

Lessor: William B. Ley, DVM, MS,
Diplomate, American College of Theriogenologists
 (dba) William B. Ley, DVM, PLC, PO Box 211, Rectortown, VA 20140

Lessee: _____
 (Name)

 (Address)

Leased / Recipient Mare: _____

General Terms:

1. All recipient mares leased / provided by Lessor will remain the property of Lessor, but will reside with Lessee according to times and dates noted below, and will not leave the Lessee's care, custody or control for the duration of this contract.
2. After 60 days of confirmed pregnancy (52 days after embryo transfer), Lessee will pay Lessor a non-refundable recipient mare lease fee of \$_____, prior to acquiring care and custody of said mare.
3. Lessee must transport the said recipient mare to his/her property/farm / other stable within 14 days after the 60th day of confirmed pregnancy, and payment of the above lease fee, or Lessee will pay board charges to Lessor for the leased recipient mare at the rate of \$ _____ per month from the 75th day of confirmed pregnancy until the day of foaling, and an increased rate of \$ _____ per month after foaling to the day of weaning.
4. Lessee understands that this agreement conveys only the right to use of this mare as a recipient broodmare for the current gestation and subsequent postpartum period to the point of weaning the foal derived from the embryo transfer of this contract (e.g., total duration from day 60 of gestation to weaning of the foal is expected to be approximately 15-16 months). The leased mare must be returned to Lessor within 14 days of weaning the foal, or sooner dependent upon certain extenuating circumstance (e.g., site inspection deficiencies as described below, or death of the foal post-partum)



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5. Lessor retains all rights to and ownership of the above named recipient mare.
6. Lessee is responsible for any / all monetary cost(s) for the care and custody of the leased recipient mare from day 60 of gestation until weaning the foal, including but not limited to transportation / trailering, vaccinations, deworming, emergency and routine medical costs, and farrier/h hoof trimming as appropriate and necessary to maintain her health and well being during her gestation, foaling, and post-foaling period to the point of weaning the foal. Lessee will likewise be responsible for similar monetary cost(s) associated with the foal once it is born.
7. Lessee may insure the recipient mare against pregnancy loss once declared pregnant at 60 days gestation naming Lessee as sole beneficiary.
8. Lessee must purchase loss of life / mortality insurance to guard against monetary loss of the recipient mare. Lessor will be the named sole beneficiary for this policy with a declared value of \$_____. Lessee must initiate this policy prior to the recipient mare leaving the care, custody and control of the Lessor.
9. Lessor and Lessee will mutually be responsible for exercising all due diligence in providing for the health, nutrition, safety, and well-being of the recipient mare during her gestation and postpartum period, and her foal once born, as appropriate for the standards of care in Virginia and surrounding states.
10. Lessor reserves the right to site inspection of the property/farm/stable to which the leased recipient mare is moved after leaving Lessor's care, custody and control. Any and all deficiencies in care / husbandry noted by Lessor on these site visits must be addressed and corrected by the Lessee in a timely manner. If they are not corrected to the Lessor's satisfaction, and if in the opinion of the Lessor these deficiencies may / might cause undue harm, stress, or threat to the leased recipient mare's health and well-being, Lessor reserves the right to have said mare returned to his/her care, custody and control without recourse of the Lessee. Lessee will have the option to either forfeit this contract , or be responsible for continuation of this contract by payment of board to the Lessor as described in Item #3 above, and any /all associated costs as described in Items #6 and #8 above.
11. The named recipient mare will return to the care and custody of Lessor prior to foaling on or about day 310 of gestation (Date: _____) for foaling management. Associated costs for this will be board at \$_____ per day prior to



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foaling, foaling fee of \$ _____, and board at \$ _____ per day after foaling. The mare and foal may return to the care and custody of the Lessee on or after day 3 postpartum, if the mare and foal are deemed healthy and fit for transport based upon the sole judgment of Lessor.

12. Lessee agrees to abide by all terms of this contract as attested to by signature below. Failure to abide by any or all points of the contract as described above will constitute breach of this contract. Upon any breach, Lessee agrees to safely transport said leased recipient mare back to the the care and custody of Lessor within a 48 hour period of time at the Lessee's sole expense.

Governing Law and Forum. All claims regarding this Agreement are governed by and construed in accordance with the Laws of the Commonwealth of Virginia, applicable to contracts wholly made and performed in such jurisdiction, except for any choice or conflict of Law principles, and must be litigated in the County Of Fauquier regardless of the inconvenience of the forum, except that a party may seek temporary injunctive relief in any venue of its choosing.

Lessor: William B. Ley

Date

Lessee: (Print name):

Date



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Supplemental terms of this agreement are as follow:

1.

2.

3.

Lessor: William B. Ley

Date

Leasee: (Print name):

Date