

ABRAHAM EQUINE, INC. MARE LEASE

Date: _____, 20 _____

Lease payment is due upon receipt of this contract!

THIS IS YOUR INVOICE.

Parties:

LESSOR	LESSEE
Abraham Equine, Inc., a Texas corporation 10693 Mendota Rd. Canadian, TX 79014 (806) 323-8260 abrahamequine@gmail.com	Full Legal Name: _____ Address: _____ City, State & Zip: _____

Address of Lessee's Breeding Facility: _____
(where your embryo was sent)

1. **Lease.** Lessor leases to Lessee and Lessee leases from Lessor the mare(s) described in Exhibit A to this Lease (whether one or more, the "Mares"), according to the terms and conditions stated in this Lease.

2. **Term.** The term of this Lease (the "Term") begins on _____, 20 __, and ends on December 31, 20 __, unless the Term (as to one or more of the Mares) is extended by written agreement of the Parties, because of a late pregnancy.

3. **Lease Amount.** Choose One by Initial
 _____ (a) **Non-Insured Mare Lease - \$1200.** No Live Foal Guarantee. Lessee assumes care of the mare.
 _____ (b) **Insured Mare Lease - \$1500.** Live Foal Guarantee. Lessee assumes care of the mare. A \$1200 credit will be given to lessee for following breeding season if mare does not carry foal to term. This also covers mortality of the mare. If mare dies while in possession of Lessee, and this additional \$300 insurance payment has been made, to avoid being liable to Lessor for the replacement of the Mare, Lessee must provide to Lessor a signed statement from a veterinarian certifying the cause of death or injury of the mare and a photograph showing the right side (with brand visible) of the dead or injured mare. **Plain English - If mare does not carry foal to term, lessee will be given a refund or credit of \$1200 when the mare is returned to us. If mare dies in care of lessee, there is NO credit or refund given because our mare will not be returned. This is the case whether or not a foal results.**

4. **Lease Payment.** Lessee will pay to Lessor at the address for Lessor set out above, a lease payment for each Mare leased to Lessee by Lessor. This lease payment is due and payable (for each Mare) within 10 days after a Mare is checked to be 35 days in foal or leaves Lessee's Breeding Facility (with the owner of the foal), whichever comes first. Past due payments due to Lessor shall bear interest at the highest rate allowed by law from the due date, until paid. Lessor shall have the right, without liability to abort the embryo if payment to Lessor is 60 days past due.

5. **Expenses.** Lessee shall pay for all expenses associated with the proper maintenance and care of the Mares, including, without limitation, feed and veterinarian expenses from the time Lessor delivers possession of the Mare to the Lessee until the mare is returned to Lessor.

6. Lessor will deliver the Mare to Lessee's breeding facility at the beginning of the term. Lessee will return the Mare to ABRAHAM EQUINE (Canadian, TX) at the end of the term or on any earlier termination of this lease. Mares must be returned to ABRAHAM EQUINE in good and healthy condition. For any mares not returned to ABRAHAM EQUINE by end of lease term, lessee will pay to lessor an additional \$1200 within 10 days after end of term, unless term is extended by written agreement of the parties with regard to that mare.

7. **Indemnification and Liability.**
 (a) **Risk of Loss and Liability Assumed by Lessee.** Upon delivery of the Mares to Lessee, Lessee assumes all risk and liability for all Mares that die or become unusable for embryo transplants due to sickness, mistreatment or injury. Subject to payment under paragraph 3(b) or 3(c) Lessee shall pay Lessor \$1,200.00 for all Mares that die or become unusable due to sickness, mistreatment or injury. Lessee assumes all risk and liability for the death or injury to any person or property, and for all other risks and liabilities arising from the use, possession, transportation (except for delivery and pick up by Lessor), condition or storage of the Mares. Nothing in this Lease authorizes Lessee or any other person to use any of the Mares for any purpose which would impose any liability or other obligation on Lessor.

(b) **Compliance with Applicable Law.** Lessee shall not permit any of the Mares to be mistreated or used in violation of any federal, state or local statute, law, ordinance, rule or regulation ("Applicable Law"). Lessee will indemnify and hold Lessor harmless from all liabilities, fines, forfeitures or penalties for violations of any Applicable Law.

(c) **Indemnity.** Lessee covenants and agrees that Lessor will not be liable or responsible for, and Lessee shall exonerate, protect, indemnify, defend, and hold harmless Lessor from and against any and all liabilities, expenses, claims, fines, penalties, costs, attorneys fees, and damages of every kind (including without limitation, those arising out of or attributed, directly or indirectly, to or resulting from any and all negligent acts or omissions of Lessor, whether caused by the sole negligent acts or omissions of Lessor or by the concurrent negligent acts or omissions of Lessor), arising out of or attributed, directly or indirectly, to the use, possession, transportation (except for delivery and pick up by Lessor), condition or storage of the Mares, irrespective of the legal theory upon which any such claim or suit may be based. This indemnification shall extend to the successors and assigns of Lessor.

(d) **Survival.** The indemnities, assumptions of risk, liabilities and obligations of Lessee arising under this Lease will continue in effect after the termination of this Lease, regardless of the reason for the termination.

8. **Lessor's Rights and Remedies.**
 (a) **Rights, Remedies and Obligations on Default.** If the Lessee defaults under the terms of this Lease, Lessor may immediately terminate this Lease by notice to Lessee and take possession of the Mares without legal process, free of all rights of Lessee in and to the Mares. By this provision, Lessee expressly authorizes Lessor or Lessor's agent to enter any premises owned or controlled by Lessee, or Lessee's agents and assigns, where the Mares are located for the purpose of repossessing and removing the Mares. Lessee specifically waives any right of action Lessee might otherwise have arising out of the entry and repossession, and releases Lessor from any claim for trespass or damage caused by reason of the entry, repossession or removal.

(b) **Expenses.** If Lessee defaults under the terms of this Lease, Lessee shall reimburse Lessor for all reasonable expenses of repossession and enforcement of Lessor's rights and remedies, together with interest until the date of payment at the highest rate allowed by Applicable Law. Notwithstanding any other terms of this Lease, if Lessor places all or any part of Lessor's claim against Lessee in the hands of an attorney for collection, Lessee shall pay Lessor's reasonable attorney's fees.

9. **Choice of Law.** This lease has been executed and delivered in the State of Texas and shall be interpreted under and construed in accordance with the law of Texas.

LESSOR:	LESSEE:
Abraham Equine, Inc., a Texas corporation	By: _____
By: _____	Phone: _____
Jason Abraham, President abrahamequine@gmail.com	Fax: _____
	E-mail: _____

MARE#	SIRE AND DAM	E.T.	H.B.

Initial	AMOUNT DUE LESSOR	
_____	Non Insured Mare Lease @ \$1,200.00	Equals \$
_____	Insured Mare Lease @ \$1,500.00	Equals \$
_____	Total Due Lessor	\$