

RECIPIENT MARE BROKERAGE AND LEASE AGREEMENT

This Recipient Mare Brokerage and Lease Agreement (the "Agreement") is entered into this ___ day of _____, 20___ by and between Thunder Branch Recipient Mares ("Thunder Branch") and _____ (the "Lessee").

1. Payment of Fees. Thunder Branch and Lessee agree to a Lease Fee of \$_____ to be paid to Thunder Branch before Lessee takes possession of a recipient mare pursuant to this Agreement. The Lease fee shall be paid as follows:

A deposit of \$_____ is due upon execution of this Agreement. Upon receipt of the deposit, Thunder Branch will source a recipient mare based on the specifications provided by Lessee to Thunder Branch. If Thunder Branch is unable to locate a recipient mare that substantially complies with Lessee's specifications within sixty (60) days of receipt of the deposit, Thunder Branch will return the deposit to Lessee, less a five percent (5%) service fee, and this Agreement will terminate.

The remainder of the Lease Fee shall be paid by Lessee to Thunder Branch before the recipient mare leaves Thunder Branch's facility, either by delivery or when Lessee picks the mare up from Tunder Branch.

2. Preparation of Recipient Mare. Once Thunder Branch has located a recipient mare that substantially complies with Lessee's specifications, Thunder Branch will purchase the recipient mare and arrange for transport of the recipient mare to Thunder Branch's facilities. Upon purchase of the mare by Thunder Branch, the deposit referenced in Paragraph 1 above will become non-refundable. After the recipient mare arrives at Thunder Branch's facilities, Thunder Branch will prepare the mare for breeding, including _____. It is understood by the parties hereto that Thunder Branch will prepare the recipient mare for breeding but will not provide any further breeding services under this Agreement, including stud services, insemination, or any other breeding-related service.
3. Delivery to Lessee. After Thunder Branch has prepared the recipient mare for breeding as outlined herein and Thunder Branch has received the remainder of the Lease Fee, the recipient mare will be delivered to Lessee at Lessee's cost or, at Lessee's option, Lessee may pick up the recipient mare at Thunder Branch's facility. Thunder Branch will provide to Lessee not later than the date of delivery of the recipient mare a health certificate showing a clean bill of health for the recipient mare, a negative Coggins test, record of up-to-date immunizations, and a clear breeding exam.
4. Responsibility for Care. It will be solely the responsibility of the Lessee to provide care to the recipient mare from the date of delivery to or pick up by Lessee until the recipient mare is returned to Thunder Branch after any foal is weaned or this Agreement is otherwise terminated. Such care will include boarding, feeding, veterinarian, farrier, and any other care necessary for the wellbeing of the recipient mare. Lessee agrees that Lessee's responsibility to provide for the care of the recipient mare will survive the

termination of this Agreement until such time as the recipient mare is back in the care of Thunder Branch. Thunder Branch shall not be held responsible for issues arising from improper management of the recipient mare while in the care of the Lessee such as unattended foaling, turnout in areas with insufficient or unsafe fencing, etc. It should also be understood that each recipient mare has personality traits unique to that individual, and as such, should be managed appropriately to ensure the wellbeing of the recipient mare herself in addition to the foal.

5. Warranty; Limitation on Liability. It is expressly understood that Thunder Branch provides no warranty of any kind as to the recipient mare beyond the health matters described in Paragraph 3 hereof. Thunder Branch makes no warranty regarding fertility or of suitability for a specific purpose of the recipient mare. Additionally, Thunder Branch shall not be held responsible for uncontrollable circumstances pertaining to recipient mares, including but not limited to poor colostrum quality, insufficient milk production, development of placentitis, red bag deliveries, or foal rejection. Notwithstanding the foregoing, Thunder Branch agrees to relay to Lessee all information known to Thunder Branch regarding the recipient mare that may be relevant to Lessee's care for the recipient mare, including any personally traits, care needs, or other matters of which Thunder Branch is aware.
6. Recipient Mare Return. The recipient mare is or shall be the property of Thunder Branch and is not to be sold or transferred in any way. The mare is to be returned in good health and body condition to Thunder Branch at 10950 S. Galena Road, Cuba City, WI 53807 not later than eighteen (18) months from the date of delivery to or pick up by Lessee. In the event that recipient mare is not in the same or better health or body condition as when picked up by Lessee, Lessee agrees to be responsible for any and all veterinary expenses paid by Thunder Branch to return the recipient mare as near as possible to the same health and body condition the mare was in at the time of delivery to or pick up by Lessee. In the event the mare is not returned to Thunder Branch at the above address within eighteen (18) months for any reason the Lessee shall pay to Thunder Branch a penalty of \$1,000.00.
7. Location, Redelivery of, or Payment for Recipient Mare. While the recipient mare remains in Lessee's care, Lessee agrees to be immediately responsive to any request for information by Thunder Branch concerning the mare's location and condition. If Lessee does not respond and provide the location of the recipient mare within a reasonable time following a request by Thunder Branch, Thunder Branch may, in its sole discretion, terminate this agreement and Lessee will immediately return the recipient mare to Thunder Branch at Lessee's cost. At the termination of this Agreement, Lessee shall redeliver recipient mare to Thunder Branch at the above-described location at Lessee's expense. If recipient mare should die while in Lessee's care, regardless of fault, Lessee shall notify Thunder Branch immediately. **Lessee agrees to pay \$1,000.00 to Thunder Branch within five (5) days of recipient mare's death.**
8. 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.

- 9. 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.

- 10. 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 Wisconsin, and venue of all disputes arising from this Agreement shall be Grant County, Wisconsin.

Lessee:

Thunder Branch Recipient Mares

By: _____

By: Abby Leib, Manager