



Recipient Mare Leasing Contract

I. Contact Information:	
Name:	
Phone #:	Billing address:
Email:	

The contract made on _____, 2026, by and between Racing City Recips, a LLC, hereinafter called “RCR,” and _____ herinafter called “owner”, both of whom are hereinafter called the “parties”.

RCR is in the business of recipient mare leasing services.
Owner desires to enter a contract with RCR for such services.
Therefore, the Parties agree as follows:

1. During the calendar year 2026, Owner will attempt to have an embryo(s) recovered from its mare, the “Donor Mare”, named _____. Such embryo will be recovered by Dr. Morgan O’Brien (NexGen Equine Reproductive Services) for additional cost. Dr. O’Brien shall evaluate the embryo, and if apparently healthy, insert the embryo(s), for additional cost, into the uterus of suitable “Recipient Mare” prepared by Dr. O’Brien and owned by RCR.
2. Upon the signing of this Contract, Owner shall pay RCR one thousand dollars (\$1,000) non-refundable; non-transferable (under any circumstances) RECIPIENT MARE GUARANTEE FEE that secures mares for the DONOR mare whose name appears above. Recipient mares will be selected for the donor mare based upon reproductive management of those mares until they are 30 days in foal with the donor’s embryo. These expenses include all the fees associated with the housing, feed, and care of the mare during synchronization and the care and medications immediately following the embryo transfer. The fee is not transferable to another “Donor Mare” and will be good from February 1, through November 1, 2026 regardless of the number or lack of embryos produced.

The recipient guarantee fee is paid only one time for each donor mare, no matter how many embryos the owner wishes to harvest and transfer from that same donor mare in 2026.

RCR must have a completed and signed contract, a valid credit card on file (which will be used to pay fees referenced in this contract), and the Recipient Mare Guarantee Fee paid before the donor mare is flushed or embryo is transferred.



3. Recipient Lease fee for each recipient mare is four thousand, five hundred dollars (\$4,500.00).

Upon each Recipient Mare reaching 30 days of gestation with a viable pregnancy, Owner shall pay to RCR \$3,500.00 (\$4,500-deposit of \$1000). Owners can take the pregnant recipient home with them at this time. If owners choose to board recipient mares with RCR. Boarding cost per mare is \$40 per day including farrier and progesterone therapy. Owner is responsible for, and agrees to pay for, any and all veterinary expenses of the recipient mare after 30 days gestation.

4. If the owner should choose to terminate a viable pregnancy, for any cause (including twins), it is agreed there is a fee for the use of the recipient mare for the time she is pregnant. If pregnancy is terminated prior to 21 days of pregnancy, there is a \$500 fee; between 22-30 days pregnant \$750; over 30 days of pregnancy \$1,500.
5. **Owner shall return each Recipient Mare in good health and body condition within 6 months of foaling date.** Photos will be taken upon departure documenting body condition. Should mare not be returned in a comparable appearance, including hoof care, a charge of \$1,500 will be applied. If Owner is unable to so return the Recipient Mare due to the death of mare, Owner agrees to pay RCR \$2,000 and supply RCR with a letter from the examining veterinarian stating findings at the time of the death of the Recipient Mare. Letter must be sent to RCR within 30 days of death. If Owner fails to return the Recipient Mare for any other reason Owner agrees to pay RCR \$5,500 per mare.
6. It is understood that the Recipient Mare(s) is the property RCR and Owner is leasing the mare for her surrogate services. Therefore, it is unlawful for anyone other than RCR to sell this mare. If the Owner opts to sell his/her embryo while in utero, or offspring on the side of said recipient mare, they must first purchase the mare from RCR. Recipient mare can be purchased for \$5,500 on top of the \$4,500 lease agreement, and then can be sold or traded at Owner discretion.
7. It is expected that each Recipient Mare will deliver a live foal (defined for this purpose as able to stand and nurse within 24 hours after birth). If a Recipient Mare loses the pregnancy after 30 days of gestation, the Owner will receive a \$2,000 credit towards future embryo transfer services using RCR recipient mares only. The recipient mare must be returned within 30 days and a letter from the examining veterinarian stating findings at the time of loss must be presented for the credit to be issued.
8. RCR recommends to Owner that Owner insure the Recipient Mare and embryo against all losses and risks of any kind, nature and description. Owner shall indemnify and hold RREH harmless with respect to said losses and risks.



9. If by November 1, 2026, Owner is unable to recover an embryo from the Donor Mare or a pregnancy fails to result from transfer of an embryo into a Recipient Mare, RCR or Owner shall have the right to declare this contract terminated.

Please indicate how you would like to receive invoices: Mail _____ E-mail _____

V. Credit Card

If your account is more than 30 days past due, you agree we can charge your credit card for the amount due. Please authorize such charges by filling in your credit card information and expiration date.

Credit Card#: _____

Exp date: _____ Code from back: _____

Name on card: _____

Credit card billing address (if different than address on 1st page):

Dated: _____

Agreed: _____

Printed Name: _____

Owner

Accepted by Racing City Recips, LLC.

Date: _____ By: _____

Racing City Recips, LLC
Morgan O'Brien DVM
281 Burke Rd., Stillwater, NY 12170
Phone: 518-633-7408
racingcitymares@gmail.com