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# 2017 BULL LEASE CONTRACT

This agreement entered into this date \_\_\_\_\_ is between Leo Casas, III (lessor), & (lessee) \_\_\_\_\_ (address) \_\_\_\_\_

The purpose of this lease is for the use of Leo Casas, III bull batteries for breeding purposes, with the following stipulations and conditions:

1. Commencement Date: \_\_\_\_\_
2. Quantity and Breed: ( ) \_\_\_\_\_  
Recommended ratio (cows per bull) is 1 bull per 20 cows. Anytime you have only one bull per group, you are running the risk of low conceptions. It is recommended that at least two bulls be turned out on groups greater than 15 cows.
3. Term: 3 month minimum
4. Price: \$350.00 per month per bull leased.
5. Delivery Options: Bulls are located at various South Texas locations and arrangements should be made by lessee to pick up and return bulls at lessee's expense. If delivery is required of lessor, the following conditions will apply: \$3.75 per loaded mile for 32' gooseneck or smaller. Commercial truck rate will be paid upon delivery. Lessor may stipulate bulls to be returned to a different location. If it is farther than the distance the bulls originated from, the excess will be paid upon delivery by lessor as provided above.
6. Trich Testing: Due to new Federal laws now being enforced by the Texas Animal Health Commission (TAHC) as of January 1, 2010 regarding "trich" testing, any bull that is leased will be tested by Leo Casas, III (lessor) with negative results for "trich" using the PCR test. Lessee is advised that a 10-day period must be allowed for the results to come back and the bull free to travel. This must be taken into consideration when a "turn-out" date is strictly adhered to, i.e., the bulls will need to be tested at least 10 days PRIOR to the target turnout date the customer/lessee desires. If the lessee insists upon receiving and/or turning out the bull(s) before the trich test results are in, he does so at his own risk and expense and does hereby acknowledge that he "holds harmless" the lessor from any liability, expense, or damages resultant therein. Lessee acknowledges that this will more than likely be the case if the bulls are reserved verbally less than 10 working days before the delivery date and will presume same.

On the return trip all bulls must be returned with a negative "trich" (PCR method) test performed by the customer/lessee at customer/lessee's expense. The customer will not be charged extra for the period it takes for the trich results to come back (usually 6-10 days), hereafter referred to as "turn-around time". In other words, since the customer will not get the use of the bulls for the turn-around time, no charge will be added for the extra 6-10 days the bulls are still in the control/possession of the customer. Any bull that reacts positive for "trich" immediately becomes the property of the customer/lessee. Since the bull arrived "clean", he contracted the disease from lessee's cattle and lessee will immediately compensate lessor in the amount agreed upon in paragraph 10. All the other bulls will be held by the customer/lessee until declared "trich free" by the Texas Animal Health Commission at which time they can be returned back to lessor with appropriate test documentation and no further fees due.

**7. Payment Terms:** First three months (per bull) shall be paid by lessee at delivery. Bull Lease Contract will be mailed to lessee after bull delivery for his signature and records. However, lessee will be bound by the terms of this contract from the time the bulls are delivered to his possession even though he has not signed a formal lease. His acceptance of the bulls for his use will constitute his acceptance of the terms and conditions itemized in the Bull Lease Contract.

**8. Reservations:** Should lessee desire to reserve bulls prior to delivery, a non-refundable deposit of \$250.00 will be required for each bull, with the balance due upon delivery.

**9. Additional months:** Additional months that bulls are retained are due at the rate specified in item number (4) but prorated at the rate of \$10.00 per day.

**10. Injury or Death:** In the event any bull leased under this agreement is injured so as to make the bull unserviceable (to include crippled, unsound, or sore-sheathed) in the future, or any bull dies while in the care of the lessee, a payment between \$3,500 to 6,500.00 per injured, or lost, or dead bull will be assessed by lessor to lessee. This amount is over and above any lease payment paid or due. Lessee agrees to pay such sum to lessor on or before return of bulls. Your bull value if injured or should death occur will be \$ \_\_\_\_\_ \*\*\*\*\*

**11. Health:** Lessor guarantees bulls to be in good health and condition upon delivery and to have been fertility tested. Fertility tests guarantee that the bull(s) are fertile. Fertility test does not warrant against poor condition of Lessee's herd, drought, weather anomalies, insufficient or deficient grazing, inadequate supplement, feed, internal and external parasite control, reproductive disease or infections, insufficient amount of bulls, and other related matters. All these conditions must be taken into consideration and inadequacies regarding same can affect reproductive efficiency of the lease bulls negatively.

**12. Nutritional Responsibility:** Bulls may NOT be returned in a state of malnutrition. In the event of this occurrence, Lessee will be required to keep the bull(s) in his care until returned back to a reasonable state of condition and health. Lessee will be liable for any expenses incurred therein to include hauling, veterinarian expense, feed, hay, and/or medications(s). Lessee will be responsible for the bull(s) in question during the "recovery" period at the price stipulated in the original Bull Lease contract agreement as alluded to in the above Section 10 "Injury or Death". Lessor will determine if the bulls are in a state of malnutrition. In the event of dispute, Dr. Gary Williams of Beeville, Texas will determine if the bull or bulls are, in fact, in a state of malnutrition. If Dr. Williams is not available, any competent, impartial veterinarian may mediate the dispute regarding body condition. If mutually acceptable, an additional payment to cover feed, labor, medication, and inconvenience may be made in lieu of the "recovery" period.

13. Lessee agrees that bulls are sound and healthy upon delivery. Lessee further agrees to assume any and all liability to include any injury or death associated with possession of said bulls. This responsibility begins from the time lessee takes possession of the bulls until lessee delivers them back to Leo Casas, III.

14. Purchases: Lease Bulls may be purchased for a mutually agreed upon price. This price is "over and above" any lease expense. This is not a "lease/purchase" transaction.

Agreed and signed,

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Leo Casas, III Lessor

date

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Lessee date

**Please DO NOT return  
bulls to Leo Casas, III  
WITHOUT  
TRICH TEST!!!**