

# Lease Agreement



This contract is an agreement between \_\_\_\_\_, (lessee) and Broken Top Farm owned by Abigail Messer (lessor/doe owner).

## Money Matters

1. There is no fee for this service.
2. Broken Top Farm has full ownership rights to the second born doeling OR \$250 if Broken Top Farm chooses not to keep the second born doeling (to be paid from lessee to BTF). If only one doeling is born, lessee does NOT owe \$250.
3. If the doe on lease is sick for any reason, all medical costs will be covered by the lessee.
4. The lessee is responsible for any costs around feed, milk test, hay, annual blood testing, and health maintenance of the leased doe.

## Health Requirements

1. The lessee's herd must meet the following health conditions:
  - Entire adult herd (1y or older at time of lease) confirmed negative for CAE, CL, and Johne's Disease via blood test in the past 12 months, proof required prior to picking up the leased doe.
  - Entire herd free of any visible wounds or infections.
  - Entire herd must be clear of contagious conditions such as: sore mouth, fungus/ringworm, lice/mites, pinkeye, or any abscesses.
  - Leased doe will be healthy, in sound breeding condition and free from any treatable health ailments, including blood testing in the past year per Broken Top's annual testing schedule.
  - If the leased doe returns and requires supplements, treatment, or has health conditions, the lease will be charged for those costs to return the doe to prior health.
2. The leased doe will be kept in a safe pen that is suitable to the weather. She will be housed in no less than a 4' fenced area with a barn and appropriate bedding and feed.
3. Broken Top Farm may inquire about the feeding regimen that the leased doe will be under to ensure adequate nutrition.
4. Lessee should have loose goat minerals and baking soda out, at a minimum for the leased doe. We encourage sea kelp and a loose zinc supplement. The doe will receive calcium supplements throughout her pregnancy (Tums, CMPK, etc.) Prior discussion may be held to ensure these requirements are met.

## **Paperwork Requirements**

1. Clean blood test results within the last 12 months for the lessee's herd and the Broken Top herd
2. Signed "Lease Agreement"

## **Authorization of Treatment**

Broken Top Farm, by signature below, authorizes breeding, treatment via shots, supplements, and any other medications, and emergency care. General preferences will be noted below and followed. Lessee will make every reasonable effort to contact Abigail Messer by telephone, email, social media, and/or mail in the event of an emergency, illness, or injury. In the event that the Abigail Messer cannot be contacted, lessee will follow the protocol below. The lessee will pay any and all veterinary expenses or treatment costs incurred for the doe, regardless of the treatment outcome.

- Contact a veterinarian immediately if the doe appears sick and you are unsure of treatment AT ALL.**
- In emergencies or when confident of treatment, lessee may treat the doe in accordance with Broken Top Farm's herd health manual (found on the website).**
- Note any treatments or regular care provided in the doe's "Health Sheet" included with her registration papers.**

## **Guarantee**

1. The lessee will attend a minimum of ONE ADGA-sanctioned show with the leased doe, the doe will be on DHIA milk testing, and if Linear appraisal is offered in the lessee's area, the doe will participate (alternate terms may be discussed prior to lease and modified).
2. If the doe was to be bred prior to the lease, the lessee should contact Broken Top Farm with a negative blood test for pregnancy and discuss which buck to breed the doe to.
3. If lease terms are followed and the doe is in good health, lessee will have the option of first purchase rights – should Broken Top Farm choose to sell the doe after the lease agreement ends.
4. An ADGA Lease Agreement will be issued the day of doe pick-up or delivery, dated for one year. Please inform if you have a preference of online or paper lease.
5. If the kids will be registered, please contact Broken Top Farm text, email, or call with questions. Doe owner is responsible for all fees of the registrar.
6. Registered kids will carry the herd name of the owner of the buck used for breeding, have the tattoos of the farm they are born at, and follow the following naming format:

"Herd Name Sire Initials Name Relevant to Dam's Line"

**Example: Sire is Billy Bob & Dam is Barbie Girl. Kid's name could be Herd Name BB All Dolled Up**

## Liability

- Although every reasonable precaution should be taken to ensure the safety and well-being of the doe at the lessee's farm, injury, illness, or death can always occur. Lessee's are responsible for taking any measure and covering all treatment costs in an attempt to save the doe's life, productivity, and kids.
- The lessee agrees that the second born doeling will be property of Broken Top Farm, unless Broken Top Farm opts out. In which case \$250 will be sent to Broken Top Farm and the lessee may keep or sell the second doeling and keep any proceeds. Should death occur, Broken Top Farm would be offered the first born-doeling as a replacement. Willing to discuss other replacement options.
- Should Broken Top Farm/Abigail Messer initiate legal action to enforce any terms of the contract, lessee shall pay for all of Broken Top Farm/Abigail Messer's court costs and attorney fees incurred.
- When signed by the doe owner and Broken Top Farm/Abigail Messer, this contract is legally binding on both parties and subject to the conditions stated herein.

# Acknowledgements: Lessee Copy

All parties agree to follow the above lease agreement for Broken Top Farm.

Doe: \_\_\_\_\_ Registration #: \_\_\_\_\_  
Sire Registration #: \_\_\_\_\_ Dam Registration #: \_\_\_\_\_

(Below Only If Bred at Broken Top Farm)

Buck: \_\_\_\_\_ Registration #: \_\_\_\_\_  
Sire Registration #: \_\_\_\_\_ Dam Registration #: \_\_\_\_\_

Lessee: \_\_\_\_\_ ADGA ID: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Lessor: \_\_\_\_\_ ADGA ID: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Breeding Date (if applicable) \_\_\_\_\_  
Dates of Lease: \_\_\_\_\_ - \_\_\_\_\_  
Treatment Expenses Incurred (if applicable, lessee responsible): \_\_\_\_\_

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# Acknowledgements: Lessor/Broken Top Farm Copy

All parties agree to follow the above lease agreement for Broken Top Farm.

Doe: \_\_\_\_\_ Registration #: \_\_\_\_\_  
Sire Registration #: \_\_\_\_\_ Dam Registration #: \_\_\_\_\_

(Below Only If Bred at Broken Top Farm)

Buck: \_\_\_\_\_ Registration #: \_\_\_\_\_  
Sire Registration #: \_\_\_\_\_ Dam Registration #: \_\_\_\_\_

Lessee: \_\_\_\_\_ ADGA ID: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Lessor: \_\_\_\_\_ ADGA ID: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Breeding Date (if applicable) \_\_\_\_\_  
Dates of Lease: \_\_\_\_\_ - \_\_\_\_\_  
Treatment Expenses Incurred (if applicable, lessee responsible): \_\_\_\_\_