

**LEASE
BETWEEN THE**

**UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
PEA RIDGE NATIONAL MILITARY PARK
(LESSOR)**

AND

**NAME TO BE INSERTED UPON SELECTION
(LESSEE)**

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THIS LEASE is made and entered into by and between the United States Department of the Interior, acting through the National Park Service, an agency of the United States of America (Lessor), and [REDACTED], (Lessee).

WITNESSETH THAT:

WHEREAS, Congress designated Pea Ridge National Military Park (Park Area) as a unit of the national park system;

WHEREAS, the Park Area contains property that has been determined suitable for leasing under 36 Code of Federal Regulations Part 18;

WHEREAS, the Lessor has determined that the use and occupancy of the property that is made available under this Lease is consistent with the Park Area's General Management Plan and the requirements of Part 18 of Title 36 of the Code of Federal Regulations; and

WHEREAS, the Lessee desires to lease the property on the terms and conditions set forth in this Lease;

NOW THEREFORE, in consideration of their mutual promises, the Lessor and Lessee hereby agree as follows:

Section 1. DEFINITIONS

As used in this Lease, the following defined terms are applicable to both singular and plural forms.

1.1 Alterations - means any construction, physical modifications, rehabilitation, reconstruction, and/or restoration of the Premises.

1.2 Annual Rent - means the annual fixed rent to be paid to Lessor by Lessee under Section 5.

1.3 Applicable Laws - means all present and future laws, statutes, requirements, ordinances, judgments, regulations, and administrative and judicial determinations that are applicable by their own terms to the Premises or the Lessee, even if unforeseen or extraordinary, of every governmental or quasi-governmental authority, court or agency claiming jurisdiction over the Premises now or hereafter enacted or in effect (including, but not limited to, Part 18 and the Park Area's General Management Plan, environmental laws and those relating to accessibility to, usability by, and discrimination against, disabled individuals), and all covenants, restrictions, and conditions now or hereafter of record which may be applicable to the Lessee or to all or any portion of the Premises, or to the use, occupancy, possession, operation, and maintenance of the Premises even if compliance therewith results in interference with the use or enjoyment of all or any portion of the Premises.

1.4 Assignment - means the transfer, whether it is direct or indirect, voluntary, or by operation of law, sale, conveyance, or assignment (including by consolidation, merger, or reorganization) of a controlling interest in the Lessee (if such entity is a corporation), or any sale or other transfer of a controlling interest in the partnership interests (if such entity is a partnership), whether in a single transfer or in a series of related transfers, and whether directly or by sales or transfers of

underlying partnership or corporate ownership interests. For a corporate entity, the term “controlling interest” means an interest, beneficial or otherwise, of sufficient outstanding voting securities or capital of the Lessee so as to permit exercise of managerial authority over the actions and operations of the Lessee. For a partnership, limited partnership, joint venture, limited liability company, or individual entrepreneur, “controlling interest” means the beneficial ownership of the capital assets of the Lessee so as to permit exercise of managerial authority over the actions and operations of the Lessee.

1.5 Commencement Date - means the first day of the Lease term as stated in Section 4 of this Lease.

1.6 Encumbrance - means the direct or indirect, voluntary or by operation of law, encumbrance, pledge, mortgage, or other hypothecation of the Lessee’s interest or rights under this Lease and/or the Premises or Lessee’s leasehold estate.

1.7 Expiration Date - means the last day of the Lease Term as stated in Section 4 of this Lease.

1.8 FF&E - means all furniture, fixtures, and equipment in or on the Premises.

1.9 Hazardous Materials - means any material or other substance: (a) that requires investigation or correction under Applicable Laws; (b) that is or becomes defined as a hazardous waste, hazardous substance, pollutant, or contaminant under Applicable Laws; (c) that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, and is or becomes regulated under Applicable Laws; (d) that, without limitation of the foregoing, contains gasoline, diesel fuel, or other petroleum hydrocarbons; (e) that, without limitation of the foregoing, contains polychlorinated biphenyls (PCBs), asbestos, or urea formaldehyde foam insulation; or (f) without limitation of the foregoing, contains radon gas. The term Hazardous Materials as used in this Lease includes Pre-Existing Hazardous Materials unless otherwise stated in a particular provision of this Lease.

1.10 Hazardous Materials Occurrence - means any use, treatment, keeping, storage, sale, release, disposal, migration, transport, or discharge of any hazardous materials from, on, under, or into the Premises or other Park Area property that occurs during the Lease Term.

1.11 Historic Property - means building(s) and land located within the boundaries of the Park Area that are part of a pre-historic or historic district or site included on, or eligible for inclusion on, the National Register of Historic Places.

1.12 Interest Rate - means the percentage of interest charged based on the current value of funds to the United States Treasury that is published annually in the Federal Register or successor publication.

1.13 Inventory and Condition Report - means the document contained in Exhibit A to this Lease that describes the FF&E in the Premises and the condition of the Premises (including FF&E) as of the Commencement Date.

1.14 Lease Term - is the term of this Lease as stated in Section 4 of this Lease.

1.15 Lease Year - means a year of the Lease Term. The first Lease Year shall commence on the Commencement Date and shall end on the expiration of the twelfth full calendar month following thereafter. Each subsequent Lease Year shall commence on the next day following the

expiration of the preceding Lease Year and shall end on the expiration of the twelfth full calendar month following thereafter, or on the last day of the Lease Term, whichever occurs first.

1.16 Notice of Default - means an instrument in writing from the Lessor to the Lessee providing notice that the Lessee is in default of the lease.

1.17 NPS 28 - means the National Park Service document entitled "Cultural Resource Management Guideline" that is hereby made a part of this Lease by reference.

1.18 Park Area - means Pea Ridge National Military Park.

1.19 Part 18 - means Part 18 of Volume 36 of the Code of Federal Regulations.

1.20 Personal Property - means all furniture, fixtures, equipment, appliances, and apparatus placed in or on the Premises that are neither permanently attached to nor form a part of the Premises.

1.21 Pre-existing Hazardous Materials - means hazardous materials (including storage tanks) that existed in, on, or under the Premises or other Park Area property prior to the Commencement Date.

1.22 Premises - means the property of the Park Area that is described in Section 2 of this Lease.

1.23 Preservation Maintenance Plan - is a document that sets forth a plan for the Lessee's repair and maintenance of Historic Property, which may be found at Exhibit D.

1.24 Rent - means the combined total Annual rent and Percentage rent to be paid Lessor by Lessee as described in Section 5 of this Lease.

1.25 Secretary's Treatment Standards - shall mean the Secretary of the Interior's Treatment Standards for Historic Property (36 Code of Federal Regulations Part 68) that are hereby made a part of this Lease by reference.

1.26 Sublease - means an agreement under which the Lessee grants a person or entity (a Sublessee) the right to use, occupy, or possess a portion of the Premises.

1.27 Termination Date - means the date this Lease may be terminated or cancelled in accordance with its terms prior to the Expiration Date.

Section 2. LEASE OF PREMISES

2.1 Lease of Premises; Reservation of Rights

(a) The Lessor hereby leases and demises to the Lessee under the authority of Part 18, and the Lessee hereby leases, upon and subject to the covenants and agreements contained in this Lease, from the Lessor, the Premises described as follows:

The facility and property for lease are located at Pea Ridge National Military Park at 15930 National Park Drive, Garfield, Arkansas 72732. The facility includes one (1) secure storage space (98.15 square feet), and the property is approximately 600 acres of land.

(b) Subject to all Applicable Laws, and all liens, encumbrances, restrictions, rights, and conditions of law or of record or otherwise; and

(c) Excepting and reserving to the Lessor the right, at reasonable times and (except in case of emergency) following advance notice to the Lessee, to enter and to permit any governmental agency, public or private utilities, and other persons to enter upon the Premises as may be necessary for the purposes of the administration of this Lease and/or the Park Area as determined by the Lessor and to close the Premises when immediate danger to life or property is discovered; and

(d) Excepting and reserving exclusive rights to all oil, gas, hydrocarbons, and other minerals in, under, or on the Premises and ownership of any current or future water rights applicable to the Premises.

2.2 Waiver

The Lessee hereby waives any claims for damages for any injury or inconvenience to or interference with the Lessee's use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by the Lessor's exercise of its rights under this Lease or by the Lessor's actions taken for the management and protection of the Park Area's resources and visitors.

2.3 Easements

Nothing contained in this Lease shall give or be deemed to give the Lessee a right to grant any type of easement or right-of-way affecting the Premises.

2.4 Ownership of the Premises

This Lease does not vest in the Lessee any fee interest in the Premises. Title to the Premises at all times is with and shall remain solely with the Lessor.

2.5 Historic Property

The Premises is a Historic Property.

Section 3. ACCEPTANCE OF THE PREMISES

3.1 As Is Condition of the Premises

The Lessee agrees to lease the Premises in their existing "as is" condition and acknowledges that in entering into this Lease, the Lessee does not rely on, and the Lessor does not make, any express or implied representations or warranties as to any matters including, without limitation, any characteristics of the Premises or improvements thereon, the suitability of the Premises for the intended use, the likelihood of deriving trade from or other characteristics of the Park Area, the economic or programmatic feasibility of the Lessee's use and occupancy of the Premises, or hazardous materials on or in the vicinity of the Premises.

3.2 Lessee's Due Diligence

Prior to entering into this Lease, the Lessee in the exercise of due diligence has made a thorough, independent examination of the Premises and all matters relevant to the Lessee's decision to enter into this Lease, and the Lessee is thoroughly familiar with all aspects of the Premises and is satisfied that they are in an acceptable condition and meet the Lessee's needs.

3.3 Inventory and Condition Report

In the exercise of its due diligence, Lessee has considered the Inventory and Condition Report (Exhibit A) and acknowledges that it is complete and accurate.

Section 4. LEASE TERM AND ABANDONMENT

4.1 Lease Term

The Lease Term shall be a period from June 1, 2025, through December 31, 2028, or ending on such earlier date as this Lease may be terminated in accordance with its terms on December 31, 2028.

4.2 Abandonment

The Lessee shall occupy the Premises during the entire Lease Term. If it fails to do so, the Lessee may be determined as in Default for abandoning the Premises.

Section 5. RENT

5.1 Net Lease

All Rent shall be absolutely net to Lessor without any abatement, deduction, counterclaim, set-off or offset. Lessee shall pay all costs, expenses and charges of every kind and nature relating to the Premises, including, without limitation, all taxes and assessments.

5.2 Annual Rent

During the Lease Term, Lessee shall pay to Lessor Annual Rent for the Premises in the aggregate amount of \$670.00 per year to be paid no later than June 5, 2025, and no later than May 5 for lease years 2026 and 2027. Annual rent for calendar year 2028 shall be prorated to \$391.00. At Lessor's option, payments of Annual Rent shall be payable by wire transfer or other electronic means to such account as Lessor may from time to time designate. Interest at the Interest Rate will be assessed on overdue Annual Rent payments and any other Rent this lease may require. The Lessor may also impose penalties for late payment to the extent authorized by Applicable Law.

5.3 Percentage Rent

(a) In addition to Annual Rent, the Lessee shall pay to the Lessor as Percentage Rent an amount of money equal to or above forty (40%) of the Lessee's Gross Revenues for each cutting. The Percentage Rent shall be due within thirty (30) days of each cutting during the Lease Term. Cutting of hay will be suspended until all outstanding Rent payments are received by the park.

(b) Lessee will work with the park to determine specific dates for cutting the hay and the number of cuttings per year. The NPS will cut and rake up to 50% of the defined Premises, depending on the Lessee's ability. Hay cannot be removed from the park until park personnel have verified the type and quantity of bales in each cutting.

(c) **Gross Revenues Defined:** Gross Revenues means the entire amount of Lessor's revenues (and the revenues of any Affiliate of Lessee) derived from this Lease or any Sublease hereunder, with such amount determined in accordance with generally accepted and consistently applied accounting principles. The revenues derived from this Lease, specifically the revenues derived from the haying operation, must be the product of the hay being sold at the fair market value of the type and quality of hay at the time the cutting of the hay is completed. The NPS will use the most current USDA Direct Hay Report for the state of Missouri to make the fair market value determination. This determination will be the average of the published price range. See Exhibit E to the Offered Lease - "Sample USDA Missouri Direct Hay Report" - for complete details. The NPS on-site representative will determine the type and quality of hay at the time of cutting. The term "Affiliate of Lessee," as used in this section, means any person or entity directly or indirectly controlling, controlled by, or under common control with Lessee, or any entity owned in whole or part, directly or indirectly, by Lessee.

Section 6. USE OF PREMISES

6.1 Authorized Uses

The Lessee may utilize the Premises only for the following purposes:

Lessee is authorized to use the storage facility for storage of supplies and materials associated with the work being completed on the leased lands. Haying operations will take place on approximately eleven (11) different field groups throughout the park, comprising approximately 600 acres.

6.2 Changes to Authorized Uses

The Lessee may propose to amend or change approved uses subject to the prior written approval of the Lessor. No change of the uses of the Premises shall be approved unless the Lessor, among other matters, determines the proposed use to be consistent with Part 18, the Park Area's General Management Plan, all other Applicable Laws, and that the proposed change will not have an adverse impact on the Lessor's ability to manage and protect the Park Area's resources and visitors.

6.3 Applicable Laws

The Lessee shall comply with all Applicable Laws in its use and occupancy of the Premises.

6.4 Forbidden Uses

In no event shall the Premises be used for any purpose that is not permissible under Part 18 or, even if so permissible, may be dangerous to life, limb, property or public health; that in any manner causes or results in a nuisance; that is of a nature that it involves a substantial hazard, such as the manufacture or use of explosives, chemicals, or products that may explode, or that otherwise harms the health or welfare of Park Area resources and/or visitors; or that results in any discharge of Hazardous Materials in, on, or under the Premises.

6.5 Lessee Access

Access to fields is noted on the maps in Exhibit C. The use of any other access road or roads into the Premises must be approved in advance by the NPS on-site representative. Any gates that serve only the Lessee's fields must always be kept closed and locked, and care must be taken to ensure that unauthorized persons do not enter the Park during closed hours. After obtaining permission from the Park, the Lessee may place a personal lock, interlocked with the Park lock, on Park gates which only serve the Lessee's fields. The Lessee may only work the fields during daylight hours.

6.6 Public Use

Members of the general public are granted rights of access to these lands. Lessee's use of the land is subject to the right of the NPS to establish trails, roads, and other improvements on or through said premises. Every effort will be made by the NPS to avoid undue interference with use of the land by the Lessee for the purpose intended under the Lease.

6.7 Site Disturbance

Lessee shall neither cut any timber nor remove any other landscape features of the Premises such as shrubs or bushes without Lessor's prior written consent. The Lessee shall conduct no mining or drilling operations, remove no sand, gravel, or similar substances from the ground, and commit no waste of any kind.

6.8 Protection of Cultural and Archeological Resources

The Lessee shall ensure that any protected sites and archeological resources within the Park Area are not disturbed or damaged by the Lessee, except in accordance with Applicable Laws and only with the prior written approval of the Lessor. Discoveries of any archeological resources by the Lessee shall be promptly reported to the Lessor. The Lessee shall cease work or other disturbance that may impact any protected site or archeological resource until the Lessor may grant approval to continue upon such terms and conditions as the Lessor deems necessary to protect the site or resource.

6.9 Signs

The Lessee may not post signs of any nature on the Premises without the Lessor's prior written approval. Any approval of a sign that may be given by the Lessor shall specify the type, size, and other appropriate conditions concerning its display. The Lessor may post signs on the Premises as appropriate for the administration of the Park Area.

6.10 Permits and Approvals

Except as otherwise may be provided in this Lease, the Lessee shall be solely responsible for obtaining, at its expense, any permit or other governmental action necessary to permit its activities under this Lease.

6.11 Alterations

The Lessee shall not make Alterations of any nature to the Premises without the written permission of the Lessor. Any such permission that may be given will be subject to an

amendment of this Lease to incorporate appropriate terms and conditions regarding the nature of the Alterations and construction requirements, including, without limitation, construction insurance requirements.

Section 7. RECORDS AND AUDITS

The Lessee shall provide the Lessor and its agents and affiliates, including without limitation, the Comptroller General of the United States, access to all books and records relating to the Premises and the Lessee's use of the Premises under this Lease for the purpose of conducting audits to verify the Lessee's compliance with the terms and conditions of this Lease for any of the five (5) preceding Lease Years. The Lessee shall keep and make available to the Lessor these books and records at a location in the Premises or within the locale of the Park Area.

Section 8. MAINTENANCE AND REPAIR

8.1 Lessee's Responsibilities

The Lessee shall be solely responsible for the repair and maintenance of the assigned Premises during the Lease Term. This responsibility includes, without limitation:

- (a) General custodial / housekeeping, such as sweeping out the interior of the assigned structure;
- (b) The repair or replacement in-kind of broken or worn-out elements, parts, or surfaces to keep the existing appearance of the Premises;

Any repair and maintenance actions that may result in Alterations to the Premises require the prior written approval of the Lessor.

8.2 Maintenance Plan

See Exhibit D.

8.3 Preservation Maintenance Plan

The Lessee shall repair and maintain all portions of the Premises that are Historic Property through a Preservation Maintenance Plan prepared by the Lessee and approved by the Lessor as appropriate and consistent with the requirements of the Secretary's Treatment Standards and NPS 28. The Lessor may make reasonable modifications to the plan from time to time to reflect changing maintenance and repair needs of the Premises. The Lessee shall submit a proposed Preservation Maintenance Plan to the Lessor within thirty (30) calendar days of the Commencement Date. This plan, once approved, will become part of Exhibit D.

Section 9. UTILITIES

Utility services are not associated with this lease.

Section 10. HAZARDOUS MATERIALS

The Lessee shall comply with the following provisions concerning Hazardous Materials:

- (a) No Hazardous Materials shall be used, treated, kept, stored, sold, released, discharged or disposed of from, on, about, under, or into the Premises, except in compliance with all Applicable Laws and as approved by the Lessor in writing;
- (b) The Lessee shall use, manage, treat, keep, store, release, discharge, and dispose of its approved Hazardous Materials in accordance with all Applicable Laws. The Lessee is responsible for timely acquisition of any permits required for its Hazardous Materials and related activities and will be fully responsible for compliance with the provisions and conditions of such permits;
- (c) If any Hazardous Materials Occurrence caused by Lessee results in any contamination of the Premises, or other Park Area property or neighboring property, the Lessee shall promptly take all actions at its sole expense as are required to comply with Applicable Laws and to allow the Premises or such other property to be used free of any use restriction imposed under Applicable Laws as a result of the Hazardous Materials Occurrence. Except in cases of emergency, the Lessor's written approval of such actions shall first be obtained;
- (d) Lessee, at its expense, shall be responsible for the abatement of Hazardous Materials in accordance with Applicable Laws in, on, or under the Premises as of the Commencement Date and thereafter; and
- (e) If the Lessee discovers any unapproved Hazardous Materials in or on the Premises or becomes aware of a Hazardous Materials Occurrence related to the Premises, the Lessee shall immediately notify the Lessor.

Section 11. INSURANCE AND INDEMNIFICATION

11.1 Insurance During the Lease Term

At all times during the Lease Term, and at the Lessee's sole expense, it shall obtain and keep in force for the benefit of the Lessee and Lessor the insurance coverages set forth in Exhibit B to this Lease under the terms and conditions of Exhibit B.

11.2 Insurance Requirements Modification

If the Lessor at any time, but not more than annually, believes that the limits or extent of coverage, conditions, deductibles, or self-insurance retention, with respect to any of the insurance required by this Lease are insufficient for a prudent owner of property of the nature of the Premises, the Lessor may determine the proper and reasonable limits and extent of coverage, conditions, deductibles, and self-insurance retention limits for such insurance. The Lessor will advise the lessee of any additional required insurance coverage and modify the lease to require this additional coverage.

11.3 Disposition of Insurance Proceeds

All insurance proceeds received by or payable with respect to damage or destruction of the Premises, except proceeds of insurance covering loss or damage of the Lessee's Personal Property, less actual expenses incurred in connection with their collection, shall be held by the Lessee in an interest-bearing account, with all interest accrued thereon deemed proceeds of insurance for purposes of this Lease. However, if required by the Lessor, an insurance trustee acceptable to the Lessor shall hold such proceeds for application in accordance with this Lease.

11.4 Inadequate Insurance Coverage

The Lessee's responsibilities under this Lease for the repair or replacement of the Premises assumes the full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers. No approval by the Lessor of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the Lessor of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.

11.5 Indemnity

The Lessee shall indemnify, defend, save, and hold the United States of America, its employees, successors, agents, and assigns, harmless from and against, and reimburse the United States of America for any and all claims, demands, damages, injuries, losses, penalties, fines, costs, liabilities, causes of action, judgments, and expenses, including without limitation expenses incurred in connection with or arising in any way out of this Lease, the use, occupancy, or manner of use or occupancy of the Premises by the Lessee or any other person or entity, the design, construction, maintenance, or condition of any improvements on the Premises, the condition of the Premises, and/or any accident or occurrence on the Premises from any cause whatsoever; provided, however, that the Lessee shall not be liable to the extent that the damages, expenses, claims, or suits result from the willful misconduct or negligence of the United States of America, or its employees, contractors, or agents; provided, further, that the United States of America shall be liable only to the extent such claims are covered by the Federal Tort Claims Act (28 USC 2671 et seq.).

The provisions of this section shall survive the Expiration Date or Termination Date of this Lease.

Section 12. DAMAGE OR DESTRUCTION

12.1 Damage or Destruction; Duty to Restore

If the Premises or any portion thereof are damaged or destroyed at any time during the Lease Term, one of the following will occur as directed by the Lessor:

- (a) the Lessee, as promptly as reasonably practicable and with all due diligence, subject to the written prior approval of the Lessor, shall repair or replace the damaged or destroyed Premises to the condition that existed prior to the damage or destruction; or
- (b) the Lessor may terminate this Lease without liability and the Lessee shall pay to the Lessor as additional rent the insurance proceeds resulting from the damaged or destroyed Premises.

12.2 No Termination; No Effect on Rental Obligation

No loss or damage by fire or other cause resulting in either partial or total destruction of the Premises, the improvements thereon, or any other property on the Premises shall operate to terminate this Lease except as provided in Section 12.1 of this Lease. No such loss or damage shall affect or relieve the Lessee from the Lessee's obligation to pay the Rent required by this Lease and in no event shall the Lessee be entitled to any prorated return or refund of Rent paid hereunder. Unless this Lease is terminated under Section 12.1, no such loss or damage shall relieve or discharge the Lessee from the payment of taxes, assessments, or other charges as they become due and payable, or from performance of the other terms and conditions of this Lease.

13. LIENS AND ENCUMBRANCES

13.1 No Power in Lessee to Create

The Lessee shall have no power to take any action that may create or be the foundation for any lien, mortgage, or other encumbrance upon the reversion, fee interest, or other estate of the Lessor, or of any interest of the Lessor in the Premises, except as otherwise may be expressly approved by the Lessor in writing in accordance with the terms of this Lease.

13.2 Discharge of Liens by Lessee

The Lessee shall not suffer or permit any liens known to the Lessee to stand against the Premises for any reason. If a lien is filed against the Premises, the Lessee shall cause it to be discharged of record within sixty calendar (60) days after notice to the Lessee of filing the lien. If the Lessee fails to discharge or contest the lien within this period and the failure shall continue for a period of fifteen calendar (15) days after notice by the Lessor, then, in addition to any other right or remedy of the Lessor, the Lessor may, but shall not be required to, procure the discharge of the lien either by paying the amount claimed to be due, by deposit in court, or by bonding. All amounts paid or deposited by the Lessor for any of these purposes, and all other expenses of the Lessor and all necessary disbursements in connection with them, shall become due and payable forthwith by the Lessee to the Lessor upon written demand therefore as additional Rent.

13.3 No Consent or Waiver by Lessor

Nothing in this Lease shall be deemed to be or be construed in any way as constituting the consent or request of the Lessor, expressed or implied, by inference or otherwise, to any person, firm, or corporation, for performance of any labor or the furnishing of any materials in connection with the Premises.

Section 14. ASSIGNMENTS

14.1 Assignments

The Lessee shall not effectuate an Assignment of this Lease, in whole or in part, or any real property on the Premises, nor Sublease the Premises to a Sublessee or any part thereof or any property thereon, nor grant any interest, privilege, or license whatsoever in connection with this Lease, without the express prior written permission of the Lessor. Approval of any Assignment is

at the discretion of the Lessor, and in no event shall the Lessor grant an approval unless it is able to determine that the proposed assignee or Sublessee is financially and managerially capable of carrying out the terms of this Lease.

With respect to proposed assignments and without otherwise limiting the criteria upon which the Lessor may withhold its consent to any proposed assignment, the Lessee shall furnish to the Lessor the following information: [1] all instruments proposed to implement the transaction; [2] a statement as to the existence of any litigation questioning the validity of the proposed transaction; [3] a description of the management qualifications and financial background of the proposed transferee, if any; [4] a detailed description of the financial aspects of the proposed transaction, including but not limited to prospective financial forecast statements that have been examined by an independent accounting firm and that demonstrate to the satisfaction of the Lessor that terms of the transfer do not impede or interfere with the financial ability of the Lessee to perform the requirements of this Lease; [5] if the transaction may result in an encumbrance on the Lessee's assets, full particulars of the terms and conditions of the encumbrance; and [6] such other information as the Lessor may reasonably require. The Lessor shall have the right to approve the form of any assignment.

Any consideration for transfers of leasehold interests (as such costs are approved by the Lessor) received by the Lessee from an assignee for or in connection with an assignment of this Lease shall be payable to the Lessor.

The Lessor has an unconditional right to assign this Lease or any or all of its rights and obligations under it at any time.

Section 15. DEFAULTS AND LESSOR'S REMEDIES

15.1 Termination for Default

The Lessor may terminate this Lease for default if the Lessee fails to keep and perform any of the terms and conditions of this Lease, provided that the Lessor shall first give the Lessee written notice of at least fifteen (15) calendar days in the case of monetary defaults and thirty (30) calendar days in the case of non-monetary defaults of the Lessor's intention to terminate if the default is not cured within the applicable time period. If the Lessor terminates this Lease, all of the rights of the Lessee under this Lease and in the Premises shall terminate. The Lessee hereby acknowledges the sovereign right of the Lessor to cancel this Lease at any time to the extent otherwise provided by law. The Lessor will consider such a cancellation as a default of the Lease.

15.2 Bankruptcy

The Lessor may terminate this Lease, at its discretion, in the event of a filing or execution of; (a) a petition in bankruptcy by or against the Lessee that is not dismissed within ninety (90) days of its filing; (b) a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor; (c) an assignment for the benefit of creditors; (d) a petition or other proceeding against the Lessee for the appointment of a trustee, receiver, or liquidator; or (e) the taking by any person of the leasehold created by this Lease or any part thereof upon execution, attachment, or other process of law.

15.3 No Waiver

No failure by the Lessor to insist upon the strict performance of any of the terms and conditions of this Lease or to exercise any right or remedy upon a default, and no acceptance by the Lessor of full or partial rent during the continuance of any default shall constitute a waiver of any default or of such terms and conditions. No terms and conditions of this Lease may be waived or modified except by a written instrument executed by the Lessor. No waiver of any default shall affect or alter this Lease, but each and every term and condition of this Lease shall continue in full force and effect with respect to any other then-existing or subsequent default.

15.4 Lessor's Right to Cure Defaults

If a default occurs under the terms of this Lease and the Lessee fails to correct the default within the applicable grace period, the Lessor may choose to correct the default (entering upon the Premises for such purposes if necessary), and the Lessor shall not be liable or in any way responsible for any loss, disturbance, inconvenience, or damage resulting to the Lessee as a result, and the Lessee shall pay to the Lessor upon demand the entire expense of the correction as additional Rent, including, without limitation, compensation to the agents, consultants, and contractors of the Lessor, and related expenses. The Lessor may act upon shorter notice or no notice at all if necessary, in the Lessor's judgment, to meet an emergency situation or governmental time limitation or to protect the Lessor's interest in the Premises.

Section 16. SURRENDER AND HOLDING OVER

16.1 Surrender of the Premises

(a) On or before the Expiration Date or Termination Date of this Lease, the Lessee shall surrender and vacate the Premises, remove Lessee's Personal Property, and return the Premises, including the FF&E, to as good an order and condition as that existing upon the Commencement Date.

(b) For these purposes, the Lessor and Lessee shall prepare an inventory and condition report of the Premises to constitute the basis for settlement by the Lessee to the Lessor for Lessor's FF&E, or elements of the Premises shown to be lost, damaged, or destroyed. Any such FF&E, or other elements of the Premises, shall be either replaced or returned to the condition required under this Section by the Lessee, ordinary wear and tear excepted, or, at the election of the Lessor, reimbursement made therefore by the Lessee at the then current market value thereof.

16.2 Holding Over

This Lease shall end upon the Expiration Date or Termination Date and any holding over by the Lessee or the acceptance by the Lessor of any form of payment of rent or other charges after such date shall not constitute a renewal of this Lease or give the Lessee any rights under this Lease or in or to the Premises.

Section 17. NONDISCRIMINATION AND EMPLOYMENT LAWS

The Lessee and the Lessee's contractors must comply with the requirements of all Applicable Laws relating to nondiscrimination in employment and in providing facilities and services to the

public. The Lessee will do nothing in advertising for employees that will prevent those covered by these laws from qualifying for such employment. The Lessee must comply with all provisions of Executive Order 13706 of September 30, 2016, (Establishing Paid Sick Leave for Federal Contractors) and its implementing regulations, including the applicable contract clause, codified at 29 C.F.R. pt. 13, all of which are incorporated by reference into this Lease as if fully set forth in this Lease. The Lessee must comply with all provisions of Executive Order 13496 of January 30, 2009, (Notification of Employee Rights Under Federal Labor Laws) and its implementing regulations, including the applicable contract clause, codified at 29 CFR part 471, appendix A to subpart A, all of which are incorporated by reference into this Lease as if fully set forth in this Lease. The Lessee certifies that it does not operate any programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. The Lessee agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of the False Claims Act, 31 U.S.C. § 3729(b)(4).

Section 18. NOTICES

Except as otherwise provided in this Lease, any notice, consent or other communication required or permitted under this Lease shall be in writing and shall be delivered by hand, sent by courier, or sent by prepaid registered or certified mail with return receipt requested and addressed as appropriate to the following addresses (or to such other or further addresses as the parties may designate by notice given in accordance with this section):

If to the Lessor:

Superintendent
Pea Ridge National Military Park
15930 National Park Drive
Garfield, Arkansas 72732

If to the Lessee:

[Lessee's address and name of person to whom the notice should be addressed]

Section 19. GENERAL PROVISIONS

The following general provisions apply to this Lease:

- (a) The Lessor is not for any purpose a partner or joint venture participant of the Lessee in the development or operation of the Premises or in any business conducted on the Premises. The Lessor under no circumstances shall be responsible or obligated for any losses or liabilities of the Lessee. The Lessee shall not publicize, or otherwise circulate, promotional or other material of any nature that states or implies endorsement of the Lessee or its services or products by the Lessor or any other governmental agency.
- (b) This Lease shall not, nor be deemed nor construed to, confer upon any person or entity, other than the parties hereto, any right or interest, including, without limiting the generality of

the foregoing, any third party beneficiary status or any right to enforce any provision of this Lease.

(c) This Lease provides no right of renewal or extension to the Lessee. No rights shall be acquired by virtue of this Lease entitling the Lessee to claim benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.

(d) The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the Lessor shall have the right to terminate this Lease for Default.

(e) In case any one or more of the provisions of this Lease shall for any reason be held to be invalid, such invalidity shall not affect any other provision of this Lease, and this Lease shall be construed as if the invalid provisions had not been contained in this Lease.

(f) All Exhibits that may be referenced in this Lease are hereby attached to and incorporated in this Lease.

(g) Time is of the essence to this Lease and all of its terms and conditions.

(h) The laws of the United States shall govern the validity, construction, and effect of this Lease.

(I) This Lease constitutes the entire agreement between the Lessor and Lessee with respect to its subject matter and supersedes all prior offers and negotiations, oral and written. This Lease may not be amended or modified in any respect except by an instrument in writing signed by the Lessor and Lessee.

(j) The voluntary sale or other surrender of this Lease by the Lessee to the Lessor, or a mutual cancellation, or the termination by the Lessor pursuant to any provision of this Lease, shall not work a merger, but, at the option of the Lessor, shall either terminate any or all existing subleases hereunder or operate as an assignment to the Lessor of any or all of subleases.

(k) If more than one Lessee is named in this Lease, each Lessee shall be jointly and severally liable for performance of the obligations of this Lease.

(l) Any and all remedies available to Lessor for the enforcement of the provisions of this Lease are cumulative and are not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both. Lessee shall be liable for any costs or expenses incurred by Lessor in enforcing any term of this Lease, or in pursuing legal action for the enforcement of Lessor's rights, including, but not limited to, court costs.

(m) Nothing contained in this Lease shall be construed as binding the Lessor to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Lease, or to involve the Lessor in any contract or other obligation for the future expenditure of money in excess of such appropriations.

IN WITNESS WHEREOF, the, Regional Director, Midwest Region, National Park Service, acting on behalf of the United States, in the exercise of the delegated authority from the

Secretary of the Interior, as Lessor; and the Lessee have executed this Lease by proper persons thereunto duly authorized as of the date heretofore written.

LESSOR

THE UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE

By _____

Herbert C. Frost, PhD

Director, Interior Regions 3, 4 and 5

LESSEE

By _____

Title _____

EXHIBIT A: Inventory and Condition Report

The storage facility is an 8 ft x 12 ft wood frame building located outside of the Roads, Grounds, and Trails Complex. It has wood panel siding, a shingle roof, and is in good overall condition. There are no structural concerns, and it is ideal for storing supplies.





EXHIBIT B: Insurance Requirements

During the term of this Lease, the Lessee shall maintain the following insurance coverage, where applicable and as determined by the Lessor, under the following general terms and conditions and under such specific terms and conditions as the Lessor may further require with respect to each particular insurance policy.

1. In general.

- (a) Property Insurance - An all risk or special form, including fire, vandalism, and malicious mischief insurance. The amount of such insurance shall be the full insurable value of the Premises. All such policies shall specify that proceeds shall be payable regardless of whether any damaged or destroyed improvements are actually rebuilt.
- (b) Worker's Compensation and Employer's Liability Insurance - Worker's compensation insurance in the statutory amounts and coverage required under worker's compensation, disability, and similar employee benefit laws applicable to the Premises and to the Lessee's use and occupancy of the Premises; and employer's liability insurance, with limits of not less than one hundred thousand dollars (\$100,000) for bodily injury per incident and one million dollars (\$1,000,000) aggregate, or such higher amounts as may be required by law.
- (c) General Liability - Comprehensive Farm Liability and/or Commercial General Liability through one or more primary and umbrella liability policies against claims for bodily injury and property damage occurring on the Premises, the improvements thereon, or the streets, curbs, or sidewalks adjoining the Premises, with such limits as may be required by the Lessor, but in any event not less than five hundred thousand dollars (\$500,000) per incident and one million dollars (\$1,000,000) aggregate for the Premises. Such insurance shall insure the performance by the Lessee of its indemnity obligations under this Lease.
- (d) Other - All other insurance that the Lessee should maintain to adequately protect the Premises, Lessor, and Lessee.

2. Conditions of Insurance

- (a) The policy or policies required under this section shall provide that in the event of loss, the proceeds of the policy or policies shall be payable to the Lessee to be used solely for the repair or replacement of the property damaged or destroyed, as approved and directed by the Lessor, with any balance of the proceeds not required for repair, replacement, or removal paid to the Lessor; provided, however, that the insurer, after payment of any proceeds to the Lessee, will have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee.
- (b) All property and liability insurance policies must name the United States of America, on behalf of the National Park Service, as an additional insured.
- (c) All of the insurance required by this section and all renewals shall be issued by one or more companies of recognized responsibility licensed to do business in the state in which the Park Area is located with a financial rating of at least a Class B+ (or equivalent) status, as rated in the most recent edition of Best's Insurance Reports (or equivalent) or as otherwise acceptable to the Lessor.

(d) All insurance policies shall provide that such policies shall not be cancelled, terminated or altered without thirty (30) days prior written notice to the Lessor. The Lessee must provide to the Lessor a copy of each policy and a certificate of the policy executed by a properly qualified representative of the insurance company evidencing that the required insurance coverage is in full force and effect on or before the Commencement Date, and annually thereafter. The Lessee shall maintain all policies provided throughout the Lease Term and the Lessee shall renew such policies before the expiration of the term of the policy.

(e) If the Lessor at any time, but not more than annually, believes that the limits or extent of coverage, deductibles, or self-insurance retention, with respect to any of the insurance required by this section, are insufficient for a prudent owner of property of the nature of the Premises, the Lessor may determine the proper and reasonable limits and extent of coverage, deductibles, and self-insurance retention limits for such insurance and such insurance shall thereafter be carried by the Lessee until changed pursuant to the provisions of this section.

(f) The Lessee assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers. No approval by the Lessor of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the Lessor of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.

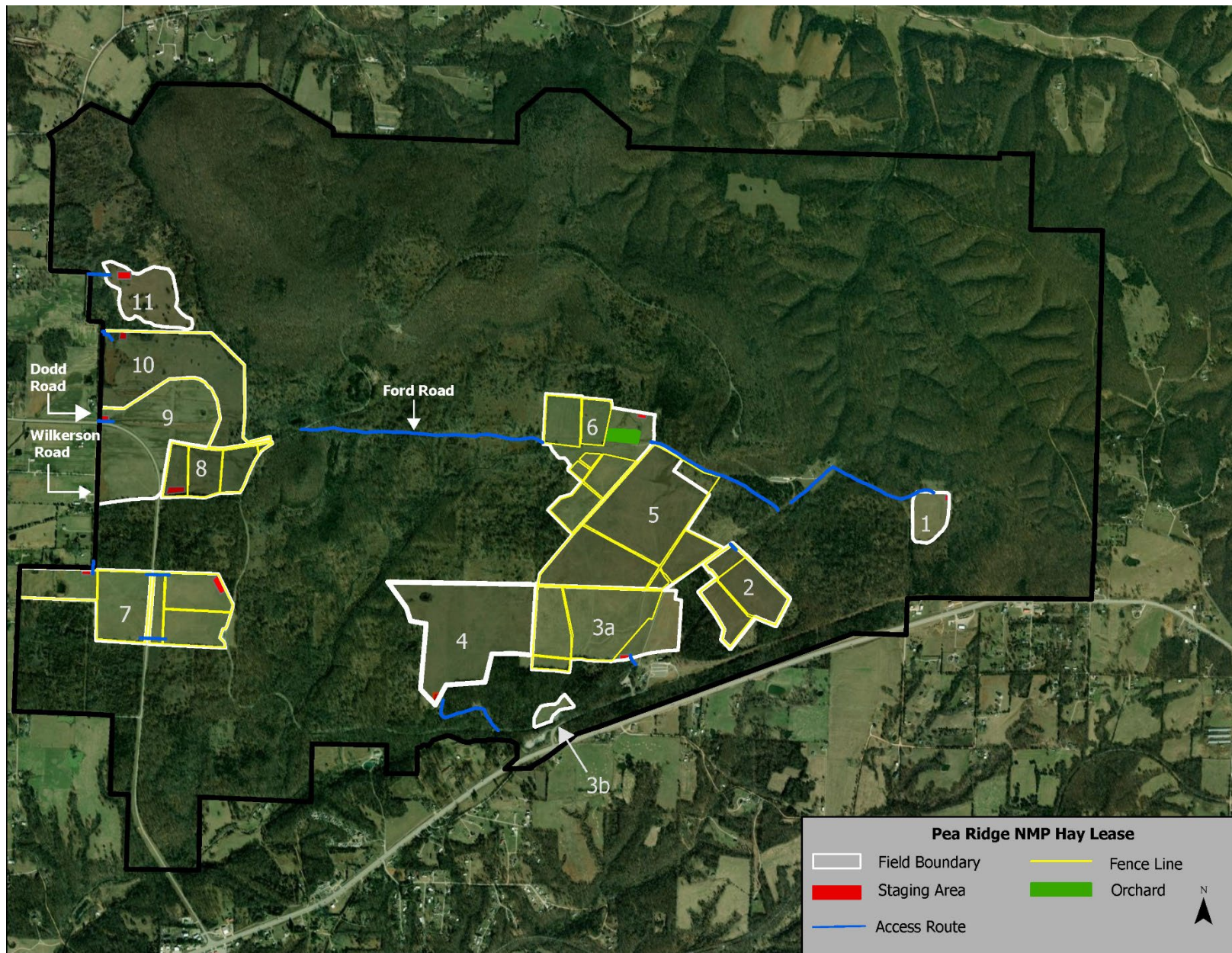
(g) The Lessee and Lessee's Agents shall not do anything, or permit anything to be done, in or about the Premises or on adjacent or nearby property that would invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Premises or result in a refusal by insurance companies of good standing to insure the Premises in the amounts required under this section.

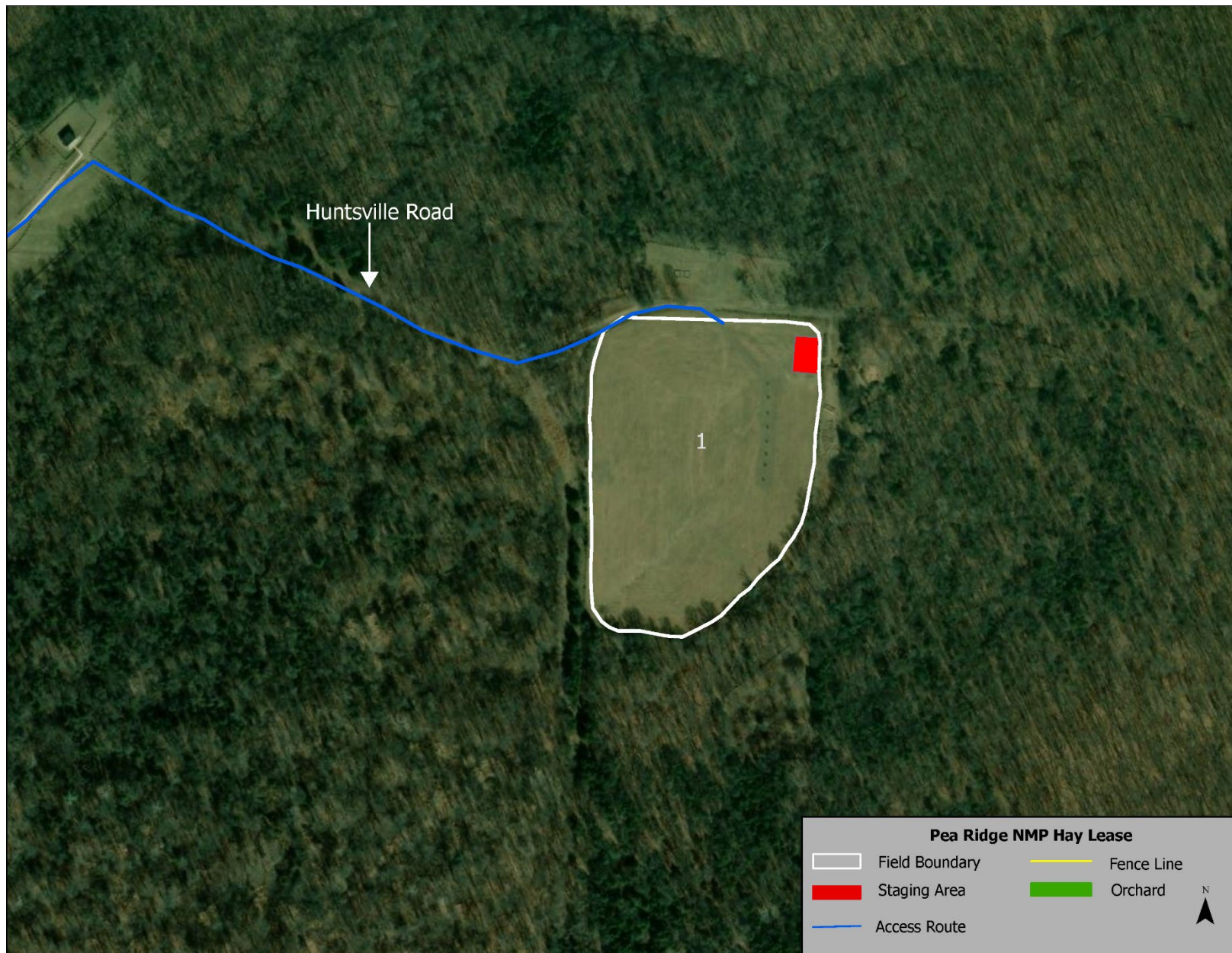
EXHIBIT C: Description of Premises

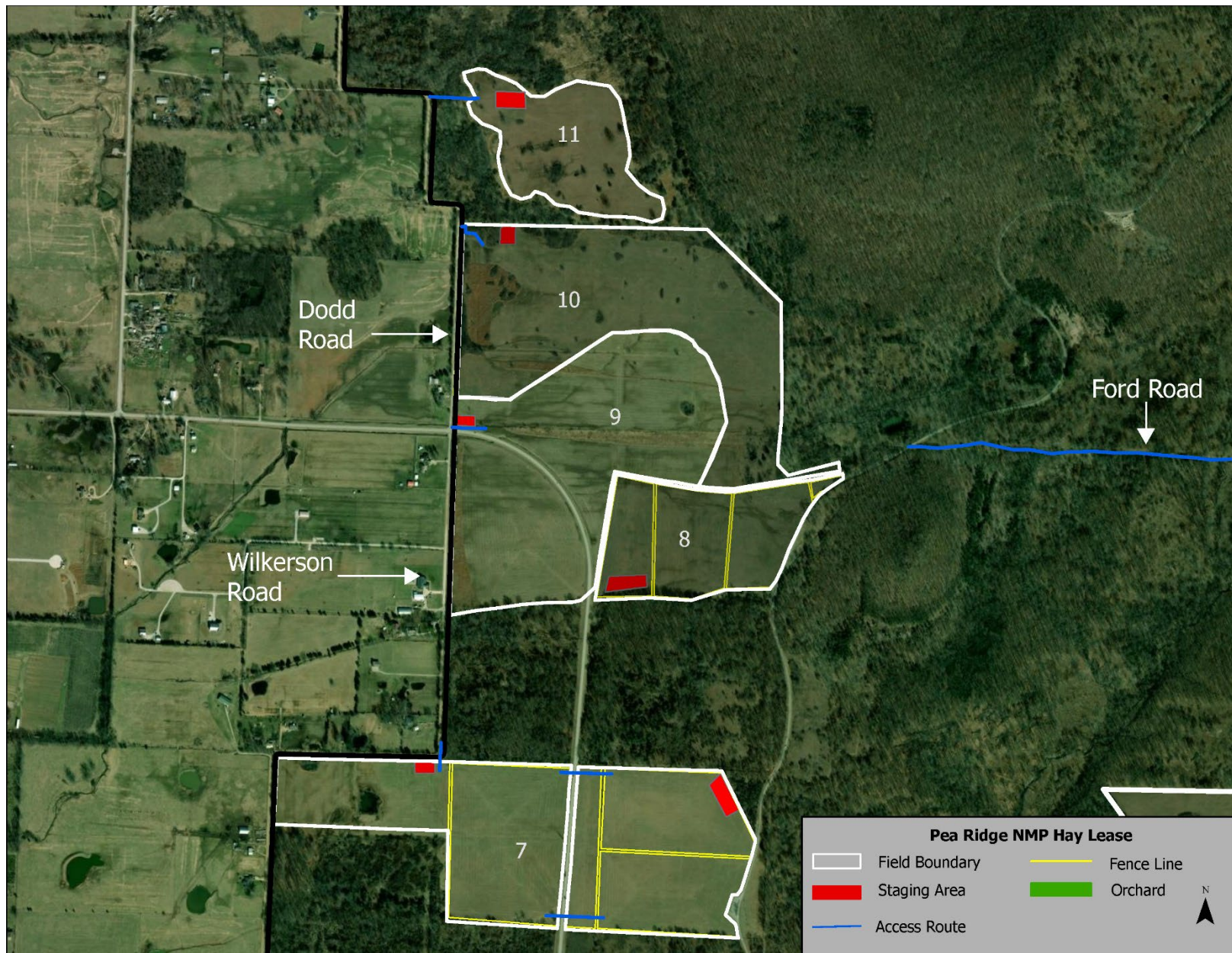
The facility and property for lease are located at Pea Ridge National Military Park at 15930 National Park Drive, Garfield, Arkansas 72732. The Premises includes one storage building (98.15 square feet) and approximately 600 acres of mixed grassland to be used for haying operations.

Lessee is authorized to use the storage facility for storage of supplies and materials associated with the work being completed on the leased lands. The storage facility is an 8 ft x 12 ft wood frame building located outside of the Roads, Grounds, and Trails Complex. Haying operations will take place on approximately eleven (11) different field groups throughout the park, comprising approximately 600 acres.

The maps on the following pages show the fields to be hayed.







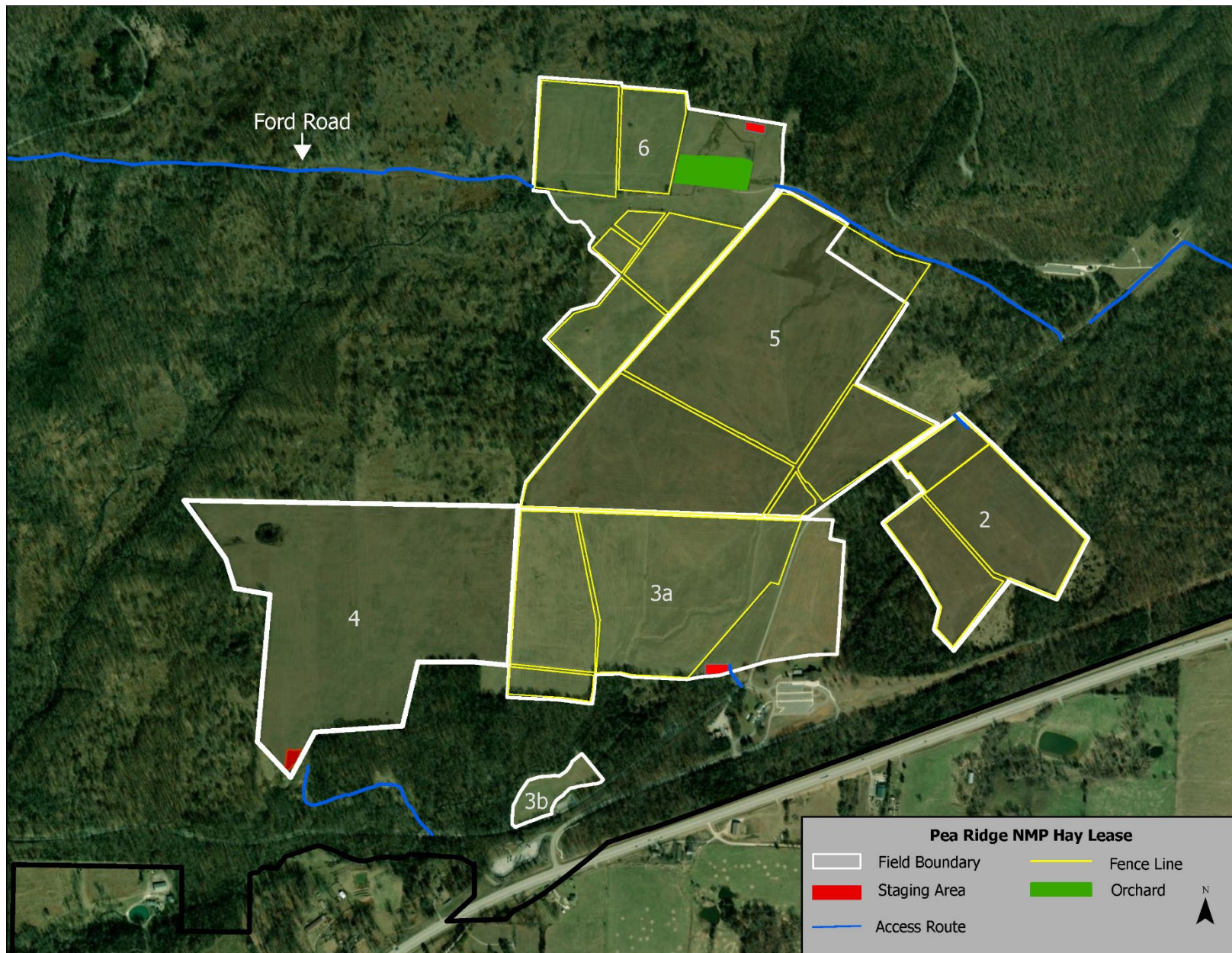


EXHIBIT D: Maintenance Plan

Purpose

The NPS has set forth conditions in this Lease with the intention of protecting cultural resources, the environment, soils, and streams. These elements will take precedence over enhancing yields if such enhancement methods may cause any adverse effect to the resources.

Natural Resource Protection

Areas containing sinkholes, seeps, or wetlands, along with a 10-yard buffer around each, will remain un-mowed.

Crop Plan

This plan is for the purposes of haying of designated fields (see maps in Exhibit C). Removal of hay rolls from fields shall be by tractor to truck or trailer, in accordance with weight and length limits detailed in Additional Park Specific Conditions item #6, to minimize any rutting or damage to park fields.

Field Border

Damage caused by erosion or lack of seedling vigor along access routes is to be repaired by grading and shaping, as directed by the Superintendent, upon completion of necessary compliance, and by reseeding any area with less than 60% cover.

Equipment Storage

The overnight storage of equipment shall be limited to areas designated by the NPS on-site representative. Storage of equipment will only be allowed while maintaining or harvesting fields. The government assumes no liability for loss or damage to equipment due to improper storage, lack of protection from the elements, or any other cause whatsoever.

Compliance with Laws and Regulations

All Park regulations must be adhered to. The digging and/or removal of any historic relic or other object of antiquity is prohibited. Any object of antiquity unearthed or otherwise found must be left in place, protected, and immediately reported to the Park's Resource Manager so that it may be properly protected.

There shall be no disturbance of the surface of the land, except as permitted for agricultural purposes, including but not limited to filling; excavating; removing topsoil, sand, gravel, rocks, or minerals; building roads; draining wet areas; or changing the topography of the land in any manner. Vegetation, including but not limited to brush and trees, shall not be removed, except with the prior authorization of the Superintendent or as provided for in this lease.

Sanitation

The Lessee shall not discharge waste or effluent on the permitted property or in a manner that will contaminate streams or other bodies of water or otherwise become a public nuisance.

The dumping of trash or other unsightly materials in the park or the keeping thereon of junked or wrecked vehicles, inoperative farm equipment, or similar items is prohibited. The Lessee shall dispose of brush and other refuse as directed by the Superintendent. No sign, billboard, or advertisement shall be displayed or placed in the Park, except with written permission of the Superintendent.

Lessee Access

Access to fields is noted on the maps in Exhibit C. The use of any other access road or roads into the Premises must be approved in advance by the NPS on-site representative. Any gates that serve only the Lessee's fields must always be kept closed and locked, and care must be taken to ensure that unauthorized persons do not enter the Park during closed hours. After obtaining permission from the park, the Lessee may place a personal lock, interlocked with the Park lock, on Park gates which only serve the Lessee's fields. The Lessee may only work the fields during daylight hours.

Public Use

Members of the general public are granted rights of access to these lands. Lessee's use of the land is subject to the right of the NPS to establish trails, roads, and other improvements on or through said premises. Every effort will be made by the NPS to avoid undue interference with use of the land by the Lessee for the purpose intended under the Lease.

Prohibition of Other Uses

This Lease is for haying use only. No special tenant privileges relating to hunting, fishing, camping, or other recreational or commercial use apply under the terms of this Lease.

No commercial activity, such as selling of baled hay, may take place on National Park Service property.

Fire Prevention

The Lessee and Lessee's employees shall take all reasonable precautions to prevent forest, brush, grass, and structural fires. All internal combustion engines shall be equipped with spark-arresters or mufflers to prevent grass fire hazards. All fires (forest, brush, grass, structural) shall be reported immediately to 911, NPS emergency dispatch (888-692-1162), and the Park Superintendent.

Additional Park Specific Conditions

1. Daily operations may be stopped due to weather or other unforeseen circumstances

at the discretion of the Superintendent or their designee. It is the Lessee's or the duly approved sub-lessee(s)' responsibility to check in and out of the Park on a daily basis with the NPS on-site representative.

2. All haying will be conducted during the appropriate season by vegetation type in identified fields included on the attached maps (see Exhibit C). All non-native grass fields will be mowed in a manner to maintain uniformity of appearance at four (4) inches or higher and native grasses in Field 9 will be cut at five (5) inches or higher. Mowing will be completed in such a manner that resource damage does not occur. For example, rutting due to wet conditions, disturbance of soil, compaction, creation of roads, damage to cannons or fences, etc. are not permitted.
3. Prior to entrance into the Park, all equipment and vehicles will be cleaned of all plant and soil materials to prevent introduction of weeds into the park. Equipment will be inspected by NPS staff prior to the commencement of haying operations.
4. Agriculture equipment for haying will include tractors, hay rakes, round or square hay balers, etc. Agriculture equipment will only be used when ground conditions permit and such that ground disturbance will not occur, as determined by NPS staff.
5. Hay will not be stored in any field or elsewhere on the Premises for a period longer than 30-days from the time of cutting. Hay must be moved within 30 days of cutting, unless directed by NPS staff due to resource damage (e.g., if the fields are too wet to use equipment).
6. Hay will be removed from fields on trailers that do not exceed 30 feet in length, and with trucks that do not exceed 1.5 tons. At no time will semi-trucks and trailers be allowed on any field.
7. At no time will any machinery and/or equipment be within public view except during active haying operations. If haying operations are interrupted by weather for more than 24 hours, all equipment will be moved from public view. Staging sites are identified on the attached maps (see Exhibit C). Additional sites may be determined by NPS if necessary.
8. Haying operations are authorized to be conducted only during daylight hours when the Park is open. Operations are limited to the hay fields described in the maps in Exhibit C entitled Pea Ridge National Military Park Hay Lease Premises.
9. Each duly approved sub-lessee will need to provide a certificate of liability insurance that names the United States of America as additionally insured.
10. Duly approved sub-lessee(s) will check in with, and follow the directions of, the NPS on-site representative prior to beginning haying operations to obtain the latest safety and Park operations information.

11. The NPS may conduct a prescribed fire on adjacent wooded areas. In the event of a prescribed fire, it is the Lessee's or duly approved sub-lessee(s)' responsibility to ensure that all equipment and hay bales are located securely away from risk of fire.
12. Lessee and duly approved sub-lessee(s) are responsible for ensuring the safety of visitors from their operations while in the Park.
13. All equipment will be removed from the Park within 30 days upon completion of the final bale. There will be no storing of equipment from one cutting to the next. All equipment storage must be within the staging areas.
14. The Superintendent retains the discretionary authority to modify the Maintenance Plan at any time.

Exhibit E: Sample USDA Report



Missouri Direct Hay Report

AMS Livestock, Poultry and Grain Market News
MO Dept. of Ag Market News

Thu Sep 24, 2020

Email us with accessibility issues with this report.

Direct Hay Weighted Average Report for week ending 9/25/2020

Volume		
This Week	Last Reported ()	Last Year

Please Note: The above volumes (tonnage, acres, and bales) listed on this USDA LPGMN report are for confirmed trades only, it does not include estimated volume (tonnage) for bids or offers to the trade.

The official arrival of Fall came this week. Corn harvest is rolling along now with some farmers running full seam, a few reports of cutting beans but not many. Those in the fields are glad to not be dealing with mud but on the cattle side of the spectrum many would like to see some rain. Drought areas in the southwest continue to worsen each week at a time when normally grass is growing and producers are stockpiling pasture for post frost grazing. Hay movement continues to be limited, demand is light, supplies are heavy and prices are steady to firm. The Missouri Department of Agriculture has a hay directory visit <http://mda.mo.gov/abd/haydirectory/> for listings of hay <http://agebb.missouri.edu/haylst/>

N/A						
Hay (Conventional)						
Alfalfa - Supreme (Ask/Per Ton)						
	<u>Qty</u>	<u>Price Range</u>	<u>Wtd Avg</u>	<u>Freight/Use</u>	<u>Description</u>	<u>Crop Age</u>
Medium Square 3x3		200.00-250.00		F.O.B.		
Alfalfa - Supreme (Ask/Per Bale)						
	<u>Qty</u>	<u>Price Range</u>	<u>Wtd Avg</u>	<u>Freight/Use</u>	<u>Description</u>	<u>Crop Age</u>
Small Square		7.00-9.00		F.O.B.		
Alfalfa - Premium (Ask/Per Ton)						
	<u>Qty</u>	<u>Price Range</u>	<u>Wtd Avg</u>	<u>Freight/Use</u>	<u>Description</u>	<u>Crop Age</u>
Medium Square 3x3		160.00-200.00		F.O.B.		
Alfalfa - Good (Ask/Per Ton)						
	<u>Qty</u>	<u>Price Range</u>	<u>Wtd Avg</u>	<u>Freight/Use</u>	<u>Description</u>	<u>Crop Age</u>
Large Round		120.00-160.00		F.O.B.		
Alfalfa - Good (Ask/Per Bale)						
	<u>Qty</u>	<u>Price Range</u>	<u>Wtd Avg</u>	<u>Freight/Use</u>	<u>Description</u>	<u>Crop Age</u>
Small Square		5.00-7.00		F.O.B.		
Alfalfa - Fair (Ask/Per Ton)						
	<u>Qty</u>	<u>Price Range</u>	<u>Wtd Avg</u>	<u>Freight/Use</u>	<u>Description</u>	<u>Crop Age</u>
Large Round		100.00-125.00		F.O.B.		
Alfalfa/Grass Mix - Good/Premium (Ask/Per Bale)						
	<u>Qty</u>	<u>Price Range</u>	<u>Wtd Avg</u>	<u>Freight/Use</u>	<u>Description</u>	<u>Crop Age</u>
Small Square		6.00-8.00		F.O.B.		

Source: USDA AMS Livestock, Poultry & Grain Market News
MO Dept of Ag Market News
Jefferson City, MO | (573) 751-5618
www.ams.usda.gov/lpgmn
<https://mymarketnews.ams.usda.gov/> | <https://mymarketnews.ams.usda.gov/viewReport/2929>

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