

Scope of Work for BRD Sale of Hay

1. PROPERTY DESCRIPTION. Cherokee Nation Entertainment in consideration of the terms specified herein, sell to the Contractor the standing forage on the following legally described property ("REAL ESTATE"):

The REAL ESTATE, known as the Blue Ribbon Downs Track, is located in: Sallisaw, OK containing 80 acres, more or less, and subject to all easements now existing or which Cherokee Nation Entertainment may grant in the future. These Premises are further described on the Map attached to and hereby incorporated into this Lease Agreement.

Cherokee Nation Entertainment shall be responsible for determining and identifying the boundaries of the REAL ESTATE and Fields to the satisfaction of the Contractor.

2. TERM OF PURCHASE AGREEMENT. The term of this Agreement shall be for the period beginning 4/17/2018, and ending 11/2018. Extension of this agreement beyond the end date shall occur with written agreement only.
3. PURPOSES OF THE AGREEMENT. The Contractor shall have the right to harvest the standing forage from Fields as shown on the Map subject to the following specifications:
 1. All cut materials must be removed from the fields within two weeks of cutting. (weather permitting)
 2. No bales may be left standing in the fields for more than five (5) days and must be removed from the field within that time.
 3. Spoiled windrows may be chopped back into the field using a shear bar type forage harvester.
 4. No field work may be conducted when soil is wet enough for ruts to form.
 5. No cutting may occur after 11/2018.

6. Pest control and fertilization will be the responsibility of the Contractor. All applications of fertilizer or pesticides must be approved PRIOR to application by CNE and only applied by a licensed professional.
7. CNE make no guarantee as to the volume, condition, or quality of the standing forage.
8. The use of any equipment or buildings which are the property of CNE is not included in the terms of this Agreement.

5. Contractor DUTIES AND CONDITIONS. Contractor agrees to:

Assume all liability for any damage or injury to persons or property, real or personal, resulting from the Operator's actions under this contract, and will hold Owners harmless from the same.

Pay the appraised value for unnecessary damage to the residual forage stand and shall pay for any damages which are the direct result of the Contractor's actions.

Use the existing roadways and not construct or improve farm roads, access roads, or stacking and loading areas. Debris resulting from harvesting and transporting is to be disposed of by the Contractor prior to termination of the Agreement. Contractor shall repair damage to existing roads, fields, and fences to the approval of CNE.

6. Contractor EXPENSES. All materials and services related to the harvest, or transportation of the forage shall be supplied by the Contractor.

7. INSURANCE. Contractor must provide a Certificate of Insurance that will meet CNE's requirements.