

1. **Terraces & Diversions**, once constructed, shall be maintained at acceptable standards as stated in the NRCS Technical Guide. **Liquidated Damages for Non-Compliance: \$1,500/mile.**
2. **Waterways**, both natural and designed, shall be maintained at acceptable standards as stated in the NRCS Technical Guides and remain in a suitable grass cover at all times. **Liquidated Damages for Non-Compliance: \$5.00/linear foot.**
3. **Terraces & Diversions**, when called for in this plan, shall be constructed and/or rebuilt within the first two years of this contract. Farmland held in permanent grass or grass-legume cover shall be deemed acceptable in lieu of terraces. **Liquidated Damages for Non-Compliance: \$1,500/mile.**
4. **Waterways**, when required under this plan, shall be constructed to meet NRCS Specifications. Waterways shall be completed within the first two years of this contract. **Liquidated Damages for Non-Compliance: \$1.25/linear foot not installed.**
5. **All tillage** and planting operations on land over 3% in slope shall be **performed on the contour.** **Liquidated Damages for Non-Compliance: \$100/acre.**
6. **No fall tillage** shall be performed on land over 3% slope. **Liquidated Damages for Non-Compliance: \$100/acre.**
7. **Silage** from row crops shall not be removed from the leased premises without 20 days prior written approval from the Omaha Tribe. **Liquidated Damages for Non-Compliance: \$100/acre**
8. **No grassland or go-back land** shall be broken out for farming without prior written authorization from the Omaha Tribe. **Liquidated Damages for Non-Compliance: \$200/acre plus cost of reseeding.**
9. **No burning of crop or pasture residue** shall be permitted without prior written authorization of the Omaha Tribe. **Liquidated Damages for Non-Compliance: \$100/acre.**
10. **Noxious weeds and harmful growth** shall be controlled by lessee on the leased premises including adjacent rights-of-way. Lessee shall comply with state weed laws. All pesticides shall be used in accordance with F.I.F.R.A. and any tribal laws, which may pertain. **Liquidated Damages for Non-compliance: \$50/acre.**
11. **Lessee will be responsible for certifying leased Trust cropland acreage** at the local FSA office to maintain the historical crop base, by the end of the designated sign-up period for each crop class. **Non-Certification - Payment of late filing fee plus \$100 per 40 acres.**
12. **No agricultural chemical with a soil persistence of six (6) months or more** shall be used on the cultivated portion of the leased premises. **Liquidated Damages for Non-Compliance: \$100/acre for all land covered under lease.**
13. **Refuse Dumping:** The placing or dumping of junk, trash, carrion, rocks or other rubbish, debris, or waste is prohibited. **Liquidated Damages for Non-Compliance: \$100 per 100 square feet plus clean up costs.**
14. **Liquidated Damages for Non-Compliance with rotation requirements** are as follows:
 - A. **Each year of excessive row crop: \$100/acre.** For the purpose of this lease the planting of soybeans on any property not specifically authorized under the crop rotations listed on the other side of this sheet shall be considered over-cropping.
 - B. **Absence of previously established legume mix. or failure to seed where grass or grass/legume mix is required: \$50/acre plus cost of reseeding.**
 - C. **Failure to no-till where required: \$100/acre.**
 - D. **Ground cover requirements: Ground cover is to be maintained according to the Farm Plan requirements. If ground cover is below requirements guidelines for Liquidated Damages shall be:**
 1. **50 -95% of required ground cover - \$50/acre.**
 2. **0-49% ofrequired ground cover - \$75/acre.**

15. No tillage of soybean stubble between September 15 and February 15 is permitted without prior written authorization of the Omaha Tribe & Superintendent. **Liquidated Damages for Non-Compliance: \$100/acre.**
16. Lessee agrees to abide by all the environmental and pollution regulations and zoning ordinance of Federal and Tribal governing bodies that are currently in effect, or become effective during this lease.
17. Nothing in this lease authorizes the Lessee beekeeping without the express written consent of the Omaha Tribe. **Violation of this clause: \$25 per hive.**
18. Lessee agrees to construct fencing to isolate woodlands and riparian lands from livestock if the Agency or the Tribe makes the needed materials available. Fences will be constructed within 60 days of the provision of said materials. Fencing once constructed will become attached to the land and may not be removed. In the event that usable acreage is reduced, contract will be administratively modified to reflect said reduction. **Liquidated Damages for Non-Compliance: \$500/mile not constructed.**
19. **Storage of Equipment on Leased Premises:** Nothing in this lease authorizes the storage of equipment on the leased premises. Equipment stored on the site for a period of more than 60 days shall be considered abandoned and subject to removal and disposal. Any proceeds from such disposal shall be paid to the beneficial property owners.
20. **Out of Season Application of Fertilizer:** No fertilizer of any type will be applied to the leased premises between August 15 and February 15. **Violation of this lease cause: \$15/ acre under this lease.**
21. **Overstocking of Grassland (Grazing Land):** Stocking rate set per NRCS guidelines shall be strictly adhered to. Exceeding stocking rate, or exceeding time frames specified shall constitute a violation of this lease. Liquidated Damages for Overstocking: **Annual Rental Value of Grassland under this lease plus removal of all livestock from the premises for the remainder of the year.**
22. **Overuse of Grassland:** Grassland shall not be over-utilized. Lessee agrees that upon written notification of full utilization being reached, all livestock will be removed not more than three days after notification. Livestock shall not be turned back in for the remainder of the grazing season. In the event of unforeseen climatic conditions, which result in reduced or suppressed forage growth, the stocking rate as prescribed by the NCRS will be adjusted by Omaha Tribe to the new requirements. New stocking rate will be abided by for the remainder of the growing season. **Liquidated Damages for failing to abide by revised stocking rate or failure to remove livestock upon written notification that full utilization has been reached: \$30.00 per head over the adjusted stocking rate plus removal of all livestock for the remainder of the year.**
23. **Restriction of Access:** Nothing in this lease authorizes the lessee to restrict access to the leased premises. Placement of signs such as "No Trespassing" or "No Hunting", the locking of gates or the blocking of access trails shall be considered to be restriction of access. **Violation of this clause: \$300/incident.**
24. **Hunting & Fishing:** Hunting and Fishing are regulated by the Omaha Tribe of Nebraska Wild Life & Parks Division. The Omaha Tribe of Nebraska assumes full jurisdiction over hunting and fishing activities. Nothing in this lease **grants or implies any rights to the lessee as it relates to hunting and fishing activities.** **All hunting violations will be processed to the fullest extent under tribal criminal and civil law.**
25. **Fencing:** All fencing on the leased premises shall be maintained in an acceptable fashion, as outlined in the NRCS Technical Guide, for the full term of the lease. **Liquidated Damages for Non-Compliance: \$500/mile not maintained plus the repair of fencing.**
26. **Grazing of Farmland by Livestock:** Land that is leased for fanning purposes shall not be grazed by livestock unless the following conditions are met: (1.) Prior written authorization from the Omaha Tribe specifying number of cattle and period of time allowed on the property (2.) A fee of \$3.50/acre will be assessed and must be paid in full prior to turning any livestock onto the property. **Violation of this clause: \$30.00 per**

head under this lease plus removal of all livestock for term of lease.

27. Corn stalks may not be cut and baled on the leased premises without 20 days prior written approval from the Superintendent **Liquidated Damages for Non-Compliance: \$100/acre.**

If lessee is unable to meet any of the terms and/or conditions of this contract he/she must immediately contact the Omaha Tribe Realty Office.

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Lessor Print Name	Lessor Signature	Date