

## BID FORM

The City of El Dorado Springs is accepting bids on ground to be used for hay baling purposes. No livestock will be permitted on the premises. The pasture is located on the property commonly known as Nine Wonders on Highway 54 west of town. Tract one is approximately a 50 acre tract west of the golf course. The second tract is approximately a 40 acre tract west of the airport. The following are bid conditions that apply to all bidders. At the end, the bidder will complete the certification section by signing, filling in a bid price and returning to City Hall, 135 W Spring St., by Thursday, May 14, 2009, 3:00 p.m. No bids will be accepted past this time. Bids will be opened at that time in City Hall. Bidders are welcome to attend the opening.

1. Successful bidder will have the right to use the above-described premises for the sole purposes of baling hay for one or two cuttings. The bidder shall not earn, gain or develop any interest in the above-described premises.
2. The successful bidder shall provide all seed, fertilizer, machinery and labor necessary to cultivate and harvest the grass crop. The bidder shall also be responsible for any necessary fence repair and maintenance.
3. The successful bidder shall not transfer or assign this agreement nor grant any interest, privilege or license whatsoever in connection with this agreement without the prior written consent of the City.
4. The successful bidder shall not apply any chemicals without the prior written consent of the City.
5. During the period of this agreement, the successful bidder shall only use the property for the above stated purposes. The bidder shall at all times maintain the property in good condition and shall refrain from all practices detrimental to the value of said property for forestry, wildlife or agricultural use. The bidder shall cut no timber, conduct no mining operations, remove no sand, gravel or other substances from the ground, nor in any manner substantially change the contour or condition of the property under this agreement.
6. The bidder shall comply with all laws, statutes, ordinances, rules and regulations of the City of El Dorado Springs, State of Missouri and the Federal government. Violation of any such laws, statutes, ordinances, rules and regulations may result in termination of this agreement.
7. The bidder shall at all times exercise due diligence in the protection of the premises affected by this permit against damage or destruction by fire and other causes and shall not set fire on any part of the premises or allow others to do so.
8. The bidder will be responsible for removing from the property all empty fertilizer seed bags or other litter.
9. The bidder shall not construct any structure on said premises.

10. If the bidder fails to remove any standing or baled hay by October 31 of each year, it shall become the property of the City.
11. The City reserves the right to enter the property for any purpose at any time.
12. It is further agreed that the bidder shall hold and save the City; its officers, agents and employees; harmless from any and all liability on account of any claim whatsoever, for wages supplies, equipment, damage and injury to persons or property arising in connection with any activity conducted or undertaken by bidder, his agents or employees under the terms of this agreement.
13. Notwithstanding any provision of this agreement to the contrary, the bidder uses the described premises as is, no warranty of the suitability for any particular purpose being provided by the City. The City assumes no liability or responsibility for damage to bidder's crops for any reason other than the negligence of the City.
14. Bidder agrees he has only a limited or qualified interest in the premises set out herein.
15. Bidder agrees to make full payment prior to removing the hay.
16. Either party may terminate this agreement by giving thirty (30) days written notice to the other party. If this agreement is terminated by the bidder or breached by the bidder, no refund shall be made by the City. If the bidder terminates or is terminated due to a breach of this agreement, all rights and privileges of the bidder are immediately forfeited.
17. A copy of the agreement the successful bidder will sign with the City is attached for reference.



THIS LEASE is made on the \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF EL DORADO SPRINGS, MISSOURI, a Municipal Corporation, hereinafter referred to as "Landlord" and \_\_\_\_\_, hereinafter known as "Tenant."

WHEREAS, the Tenant desires to lease from the Landlord certain premises hereinafter described for the purpose of bailing hay.

WITNESSETH:

That in consideration of the mutual covenants and other good and valuable consideration, the parties hereto agree as follows:

1. LEASED PREMISES: Landlord leases to Tenant the following described real estate located in Cedar County Missouri, to wit:

Tract 1 – Approximately 50 acres immediately west of the golf course.

Tract 2 – Approximately 40 acres in the industrial park on East Highway 54 adjacent to the Municipal Airport. Said property being on both sides of Industrial Parkway East, the road bisecting the industrial park.

2. TERM OF LEASE: The term of this lease shall be for a period of one year.
3. "AS IS" CONDITION: Tenant represents that Tenant has inspected the demised premises and accepts said premises "as is" and the Landlord makes no representations or warranties with regard to the premise being fit for any particular use.
4. RENT: The Tenant shall pay the Landlord the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per cutting of hay on the 50 acre tract and \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per year on the 40 acre tract. Payment for each cutting on both tracts shall be made before removal of the hay from City premises. This rental payment is for bailing of hay only. If the Tenant decides to harvest seed from the grasses, then the City shall receive 1/3 of the proceeds from the sale of the seed. Payment shall be made to the City at the time of the sale of the seed.
5. USE OF PREMISES: Tenant may use the property for the purpose of bailing hay or harvesting grass seed. Tenant shall not construct or erect any structures upon the premises nor place anything which would interfere with the City's continued use of tract 1 as a wastewater effluent irrigation site. Tenant understands and agrees that both premises may be needed by the City at any time. Tract 1 subject to regulation by the Missouri Department of Natural Resources and the Federal Environmental Protection Agency. Tenant agrees and understands that the City may preempt Tenant's use of said premises for cause associated with City use of premises as part of wastewater treatment system. Tenant agrees and understands that the City may also preempt Tenant's use of Tract 2 if the City deems it necessary to use the property for some other purpose.

6. INDEMNIFICATION: Tenant shall hold and save the City; its officers, agents and employees harmless from any and all liability on account of any claim whatsoever, for wages, supplies, equipment, damage and injury to persons or property arising in connection with any activity conducted or undertaken by Tenant.
7. FERTILIZER: Tenant shall be responsible for all material and labor costs involved in applying fertilizer and lime to said premises.
8. ASSIGNMENT OR SUBLETTING: Tenant may not assign this lease or sublet all or any part of the premises without the prior written consent of the Landlord. If this lease is assigned by Tenant, the assignee shall jointly assume the obligations with the Tenant under this lease and the Tenant will not be released from its obligations and responsibilities under the lease.
9. DEFAULT: If any default is made in the payment of rent, or if any default shall exist in the performance or observance of any covenant, agreement or condition herein contained to be performed on Tenant's part, and Tenant does not cure such default within thirty (30) days after written notice setting forth the default, or if Tenant abandons the premises, becomes bankrupt, or ceases plant operation, or makes a general assignment for the benefit of creditors; then, and in that event, Landlord has the right to re-enter and take possession of the premises and Tenant will peacefully surrender possession thereof to Landlord upon written demand, and all rights and interest of Tenant hereunder will cease and terminate. If said default cannot be cured within thirty (30) days, and Tenant has commenced to cure same within said thirty (30) day period and does cure said default with all due diligence, then said default shall be deemed cured, however, this sentence shall not apply to abandonment, bankruptcy ceasing plant operation, general assignment for creditors, payroll requirements or payment of rent. Landlord reserves all of its causes of action against Tenant as a result of breach.
10. NOTICES: Any notice required to be given hereunder may be given by personal service or by certified mail, return receipt requested, postage prepaid and addressed to the part to be served. Said notice to the Tenant to be addressed at: 5150 E 600 Rd, El Dorado Springs MO 64744. Notice to the Landlord shall be addressed to the City Manager, City Hall, 135 W Spring St, El Dorado Springs MO 64744.
11. APPLICABLE LAW: This lease will be governed by the laws of the State of Missouri and the invalidity of any provision herein will not affect or alter the duties and obligations of the parties under the remaining provisions thereof.
12. SUCCESSORS: All rights and liabilities herein given to or imposed upon the parties, will, except as may be otherwise provided, extend to and bind the respective successors and assigns of the parties.

13. CAPTIONS AND INTERPRETATIONS: The captions appearing in this lease in no way define, limit, construe or describe the scope or intent of such sections of this lease.
14. ENTIRE AGREEMENT: This Lease sets for all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the premises.

IN WITNESS WHEREOF, Landlord has caused this Lease to be executed by its property officer and Tenant has caused this Lease to be executed by its proper officer and trustee in triplicate the day and date first above written.

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Mayor

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Successful Bidder