**OPERATING PLAN**

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# Introduction

This Operating Plan between [Lessee’s Name] (hereinafter referred to as the “Lessee”) and the Bureau of Land Management (hereinafter referred to as the “BLM”) describes specific operating responsibilities of the Lessee and the BLM with regard to those lands and facilities within Meadowood Special Recreation Area (hereinafter referred to as the “Area”) that are assigned to the Lessee for the purposes authorized by the Lease.

In the event of any conflict between the terms of the Lease and this Operating Plan, the terms of the Lease, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Field Station Manager (hereinafter referred to as the “FSM”) in consultation with the Lessee and revised as determined necessary by the FSM of the Area. Any revisions shall not be inconsistent with the main body of this Lease. Any revisions must be reasonable and in furtherance of the purposes of the Lease.

# Management Responsibilities

## Lessee

To achieve an effective and efficient working relationship between the Lessee and the BLM, the Lessee must designate an on-site general manager who:

### Has the authority and the managerial experience to oversee the Lease operation and act as a representative in all administrative issues with the BLM.

### Must employ a staff with the expertise and training to operate all services authorized under the Lease;

### Has full authority to act as a liaison in all Lease administrative and operational matters in the Area;

### Has the responsibility for implementing the policies and directives of the BLM;

### In the absence of the general manager, the Lessee must designate an acting general manager; and,

### Will provide to the BLM a list identifying key management and supervisory personnel by department with their job titles, and office and emergency phone numbers.

## BLM

The FSM of the Area is responsible for all BLM operations, including oversight of Lease and Special Recreation Permit (SRP) operations. The FSM carries out the policies and directives of the BLM, including Lease and SRP management. Directly, or through designated representatives, the FSM reviews, directs, and coordinates Lessee activities relating to the Area. This includes:

### Evaluation of Lessee services and facilities;

### Review of rates charged for all commercial services;

### Review and approval of all changes to services,

### Review of social media and other items outlined in the operating and maintenance plans;

### Review and approval of repair and maintenance plans, construction projects, and all improvements or changes to Bureau Property; and,

### Delivery of a current BLM staff list, as needed, to the Lessee with all appropriate points of contact.



# General Operating Standards and Requirements

## Schedule of Operation

### Annual Operation

#### The Lessee shall develop hours of operation that are responsive to market demand. The Lessee must provide the required services outlined in the Lease on a year-round basis. A listing of days and hours of operation shall be provided 60 days prior to the next Lease year operations. Some of the facilities services may be reduced seasonally. The BLM has outlined that days of operation shall be at a minimum:

* + - * + Required Services

Year Round

###### Boarding

Lessons

Year Round (Weather Dependent)

Outdoor Arena

* + - * + Authorized Services

TBD

### Hours of Operation

* + - 1. The Lessee shall provide for the BLM review the days and hours of operation for the proposed required services. The BLM has identified that the following amount of availability shall be considered to meet the needs of the general and therapeutic lesson programs.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
| 8am to 8pm | Therapeutic | Non-Therapeutic | Therapeutic | Non-Therapeutic | Mix Use | Therapeutic | Non-Therapeutic |
| # Lessons | 12 | 21 | 12 | 21 | Therapeutic: 6; Non: 11 | 12 | 24 |

### Other Operating Issues for Consideration

* + - 1. Notwithstanding the schedule specified above, there may be times when the Lessee will close or not offer all required and authorized services because of inclement weather, emergency situations, or other unusual circumstances. In general, the Lessee will be expected to provide services in accordance with the approved operating season and hours unless it is reasonably anticipated that inclement weather, emergency situations, or other unusual circumstances would result in unsafe conditions or preclude providing satisfactory services to the public.
      2. In the event of inclement weather, emergency, or unusual circumstances that requires a sudden unscheduled closure, the Lessee must notify the Field Manager as soon as possible. Additionally, the Lessee shall make every reasonable effort to notify its patrons of the closure, duration, and reason for the closure. Additionally, the Lessee must post a notice at the Bureau Property entrances or office advising the public of the duration of the closure and reason for closure.
      3. The BLM will give reasonable notice in writing of any schedule changes it may initiate and will collaborate with the Lessee regarding how to schedule additional authorized services such as horse shows, horse events, and special events.

## Rate Determination and Approval Process

### Rate Determination.

* + - 1. The BLM ensures that the Lessee's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector.

### Rate Approval Process.

* + - 1. The Lessee shall submit to the BLM on an annual basis the rates that they will be charging for required and authorized services.
      2. The Lessee must appropriately post all rates for goods and services provided to the visiting public.

### Reduced Rates for Federal Government Employees.

* + - 1. Goods and services may not be provided to government employees or their families without charge or at reduced rates that are not available to the general public.

## Evaluations

### Operational and Health Inspections

* + - 1. May be conducted by various local, county, and state officials. The Lessee will keep copies of all inspections at the Lessee’s Office for five years and make copies available to the BLM upon request. The Lessee shall maintain safety and health inspection documentation consistent with the Lease stipulations, regarding public welfare, State and local codes, Department of Interior Regulations, and various public laws enacted by congress. Said certification will be submitted upon request under the Lease compliance portions of the Annual Review and shall be considered critical items of lease compliance, the Lessee, or their agent.

### The Annual Review

* + - 1. The Annual Review will involve the BLM inspecting and monitoring Bureau Property and services with respect to:
         * Visitor Satisfaction and Concern
         * Natural Resource Management
         * Fire safety
         * Public health
         * Conformance to operational standards
         * Conformance to maintenance programs
         * Compliance with the Lease including its Exhibits

### Components of Annual Review Program

* + - 1. As part of the Annual Review Program, the BLM will undertake a review of Lessees operations and maintenance and Lease terms compliance. The FSM and/or their representatives are available to meet with the Lessee to discuss the evaluation The AOR provides narrative summaries of the operating year, as well as the following reports.
         * Lease Compliance Report.  The BLM will conduct a Lease Compliance Program inspection to determine a Lessee’s adherence to the terms and conditions of this lease
         * Operational and Maintenance Plan Compliance Report. This report summarizes a review of compliance with the standards identified in each plan.
         * Risk Management Program Report. This report is an administrative review of the Lessee’s Risk Management Program
         * BLM Safety Evaluations. Risk management (safety) is a component of periodic BLM evaluations. The BLM may conduct safety inspections at its discretion over the course of the Lease term.

### Fire Inspections.

#### The BLM may conduct fire safety inspections at its discretion over the course of the Lease term and contact location managers at the time of facility inspections so that a representative of the Lessee may accompany the BLM evaluator.

### Visitor Comments.

* + - 1. In order to initiate valid and responsive visitor comments, the Lessee must also post the following notice prominently: “This operation is operated under lease with the U.S. Government and administered by the Bureau of Land Management. The Lessee is responsible for conducting this operation in a satisfactory manner. Should you have complaints or concerts regarding this operation, please address your comments to: Lower Potomac Field Station: Field Office Manager: 10406 Gunston Road, Lorton, VA 22079.”
      2. The Lessee must investigate and respond to all visitor complaints regarding its services within five (5) business days of receipt. The Lessee must provide copies of visitor comments and responses to the BLM. The Lessee must forward to the FSM a copy of all responses. The BLM will forward to the Lessee a copy of any BLM responses.
      3. The Lessee must provide visitor comments that allege misconduct by Lessee or BLM employees, or concern the safety of Area resources to the BLM immediately upon receipt.
      4. The BLM will send comments regarding Lessee facilities to the Lessee for investigation and respond to such comments in a timely manner. The BLM will also forward a copy of any responses to comments or complaints to the Lessee.

## General

### Facilities Use.

* + - 1. The Lessee may use the Bureau Property only for activities or services that directly and exclusively support the visitor services required or authorized by this Lease unless otherwise approved in writing by the FSM.

### Smoking Policy.

* + - 1. Smoking is prohibited at the Area. The Lessee shall enforce the Smoking Policy with visitors and employees.

### External Regulatory Agencies.

* + - 1. The Lessee must submit to the BLM any notices of violation, requests for corrective action, or any other type of performance or non-performance notices from external regulatory agencies as soon as possible, but not later than ten days of receipt by the Lessee. External regulatory agencies are any agencies having authority and/or jurisdiction over any facet of the Lessee's operations or facilities in the Area. These agencies include, but are not limited to, Virginia Department of Environmental Quality, Virginia Department of Transportation, the U.S. Occupational Safety and Health Administration, and the U.S. Department of Labor.

### Firearms and Weapons.

* + - 1. Lessee employees may not possess firearms while on duty. The Lessee is responsible for advising employees of this prohibition. Federal law prohibits firearms in federal facilities; these facilities are posted with appropriate notices at public entrances. In addition, firearms are not allowed in Lease managed facilities that are posted with firearms prohibited signs.

### Fundraising Activities.

* + - 1. The Lessee is authorized to undertake fundraising activities in order to fund the authorized and required activities specified by the Lease.
      2. The Lessee must annually submit to the BLM for approval a plan for all fundraising activities including information on the type of fundraising event and anticipated schedule of events for the upcoming year.
      3. All fundraising shall be in compliance with Applicable Laws and shall be associated with an IRS tax-exempt organization.

### Methods of Payment.

* + - 1. The Lessee must accept major credit cards, U.S. currency, and upon BLM direction, debit cards.

### Reservations

* + - 1. The Lessee shall provide reservations systems for lessons to provide for advanced reservations and ensure that all visitors have equal access to a reservation opportunity.
      2. Reservation services shall be available via internet or telephone. If they are available via internet they should be available on a 24-hour real time basis; if they are via telephone, services should be available during normal business hours.
      3. Confirmation numbers shall be provided to all guests. Policies and procedures regarding deposits, cancellations, and refunds shall be clearly stated on visitor reservation forms.
      4. The Lessee shall maintain and make available, electronically to the BLM upon request, up to date reservation logs.

### Lost and Found.

* + - 1. The Lessee must return items found in the Area to the owner, if identifiable. For items of which the owner is unidentifiable, the Lessee must tag the items, listing the item found, location found, date and time found, and by whom it was found.
      2. The Lessee must report the finding of items of obvious significant value (jewelry, expensive watches, wallets/purses containing money and/or credit cards, etc.) to the BLM immediately.
      3. The Lessee must instruct persons who find items outside of the Bureau Property to take such items to the management office.
      4. The Lessee must take necessary steps to remove in a timely manner and properly dispose of all abandoned property.

### Vehicles.

* + - 1. The Lessee must ensure that all vehicular equipment used by the Lessee is properly registered, licensed, insured, and maintained in accordance with Applicable Laws.
      2. The Lessee must park vehicles when not in use in an orderly fashion and in designated parking areas.
      3. The Lessee must identify its vehicles with the company name and logo.
      4. The Lessee must ensure that any employees driving vehicles have a valid operator’s license for the size and class of vehicles driven.
      5. The Lessee must ensure that delivery trucks and delivery times at the Bureau Property minimize interference with the business operations.

## Human Resources Management

### Employee Appearance.

* + - 1. The Lessee must ensure that all employees in direct contact with the general public wear uniforms or standardized clothing with their personal nametags.
      2. The Lessee shall ensure that all employees will be neat and clean in appearance.

### Employee List.

* + - 1. The Lessee shall provide to the BLM a list of the names, titles, and contact information of the Lease Manager, Site Manager, and all other management staff assigned to the operation on an annual basis.

### Employee Qualifications.

* + - 1. The Lessee must ensure that all employees understand the requirements and procedures of their jobs as well as specific Area regulations and the purposes for these regulations.
      2. At least one Lessee employee certified in current CPR and First Aid must be available on site during all hours that the public is using the stables.
      3. The Lessee must require that their employees adhere to all Federal and State laws at all times.

### Employee Hiring Procedures.

* + - 1. The Lessee must hire a sufficient number of employees to ensure satisfactory visitor services throughout the season. The Lessee must meet all applicable requirements of the U.S. Department of Labor.
      2. The Lessee must maintain, to the greatest extent possible, a drug-free workplace environment. The Lessee must provide its employees with a statement of its policies regarding drug and alcohol abuse. If the Lessee finds evidence of illegal drug use/possession/distribution within the Area they are to immediately contact the Division of Law Enforcement & Emergency Services.
      3. The Lessee must perform comprehensive background checks on all employee hires as appropriate to the position and will not employee any person who fails to pass a background check.
      4. The Lessee must not employ in any status a BLM employee, his/her spouse, or minor children of BLM employees without the FSM’s prior written approval.

### Training.

* + - 1. The Lessee must provide all employees with an orientation program for the development of the necessary skills and techniques and will not continue the employment of any employees who fail to meet the requirements of the orientation program. Training included in the program must include an overview of the following areas: Customer Service, Risk Management and Safety.
      2. The Lessee’s staff must attend worker’s compensation training to understand how to comply with worker’s compensation laws and policies, so to mitigate work-related accidents.

### Employee Conduct.

* + - 1. The Lessee must review the conduct of any of its employees whose actions or activities are considered by the BLM or Lessee to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors. The Lessee must take such actions as are appropriate to fully correct any such situation.

## Risk Management Plan

### Overview

* + - 1. The Lessee is responsible for providing a safe and healthful environment for its employees and visitors as outlined in the Lease. The Lessee must develop, maintain, and fully implement a Risk Management Plan (RMP) in accordance with the Occupational Safety and Health Act (OSHA). The Lessee must submit its initial plan to the BLM within 120 days of Lease award and must update its RMP as necessary to comply with Applicable Laws. Elements of the Risk Management Plan are listed under this section. The program must include the Lessee’s local safety and health officials, how the Lessee will make the policy available to its staff and hold its management team and staff accountable for carrying out the RMP including recognizing and evaluating hazards, and the Lessee’s procedures for recording and investigating employee and guest injuries, emergency procedures, and how the Lessee will promote safety awareness for guests.

### “Visitors’ Acknowledgment of Risk and Liability” form

* + - 1. This form shall be developed by the Lessee and provided to the BLM. This form shall be signed by visitors when they use or participate in required or authorized services that involve a higher than standard degree of risk or liability.
      2. The Lessee must comply with Equine Activity Liability statutes applicable to the State of Virginia and must post warning notices required by such statutes.

### Employee Accident/Injury Analysis.

* + - 1. The Lessee must provide the BLM with an annual summary listing of injury/accident types and employee lost days. The summary may include additional information as required by the BLM. The Summary must compare the present year to the same date from the previous year.

### Illness and Infestation Prevention and Response.

* + - 1. The Lessee must provide BLM notice of any outbreaks of common communicable diseases, vector borne illnesses or pest infestations.

### Emergency Response to Hazardous Materials Spills.

* + - 1. The Lessee must have established plans and procedures, equipment and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release.

### Emergency Plans.

* + - 1. As part of its Risk Management Program, the Lessee must include an "Emergency Action Plan" identifying the steps it will take in the event of an emergency. These must include but not be limited to scenarios that are likely within the land area assignment (e.g. fire, significant wind or rain). The Plan must include evacuation plans for guests, employees, and horses. The plan should also include how employees will respond to an incidental spill of a hazardous chemical, and the quantity that will be considered an incidental spill. The Lessee must have a plan in place for chain of communications in the event of an emergency or accident (e.g., first notify the Area’s Division of Law Enforcement and Emergency Services or 911.)

## Protection and Emergency Services

### Law Enforcement.

* + - 1. The Lessee must secure buildings, equipment, and facilities under its control and must establish and implement appropriate policies and procedures to ensure proper management of all cash, merchandise, and equipment in a manner that will minimize the risk of theft.
      2. The Lessee must cooperate with the BLM in providing security if instances of vandalism, damage, theft, or unlawful entry occur frequently or are likely to occur.
      3. The Lessee must manage its facilities and employees in a way that minimizes potential for conflicts to escalate and limits the need to involve BLM personnel in minor situations.
      4. When the Lessee believes that a law has been violated, it must contact Law Enforcement and Emergency Services at 703-691-2131 or 911.

### Structural Fire Prevention, Protection and Suppression

* + - 1. The BLM shall have no responsibility for emergency fire response beyond coordinating post-fire reporting to the appropriate agencies. Structural fire suppression services are provided by local agencies rather than the BLM.
      2. The Lessee must respond to all fire system alarms in its assigned buildings and shall report all structural fires to the local fire entities immediately.
      3. The Lessee must ensure that fire detection and suppression equipment, including the linear heat detection system, remains accessible.
      4. The Lessee must implement a fire prevention program to maintain its operations and Bureau Property in a manner that minimizes the risk of fire. This includes employing a “no tolerance” policy with regards to employee tampering with fire detection systems and an immediate response to all fire detection alerts in the Lessee Facilities.

### Emergency Medical Care

* + - 1. The Lessee should immediately report medical emergencies by calling 911. The Lessee must report all visitor and employee accidents and emergencies promptly to the BLM and cooperate with the BLM on possible tort claim investigations. The Lessee must also report all employee and visitor serious illness complaints to the BLM.
      2. The Lessee must immediately report any fatalities, visitor related incidents that could result in a tort claim to the United States or the Lessee, motor vehicle accidents, personal injuries requiring more than minor first aid, suspected or known criminal violations, other incidents that may adversely affect Area resources, or violate state and federal law, and any threats or suspicious behavior to an Area ranger or 911.

### First Aid.

* + - 1. The Lessee must maintain basic first aid supplies at the Bureau Property.

### AED.

* + - 1. The Lessee must provide and maintain at least one AED located in the main building. The Lessee must also ensure that at least one Lessee employee is trained in the proper and safe use of the AED and is onsite at all times.

## Utilities

### Lessee Responsibility

* + - 1. The Lessee will be required to pay the amount specified in the table below for utilities associated with the Lessee operations in the Area. The BLM will be responsible for the balance of the utilities.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | **Year 6** | **Year 7** | **Year 8** | **Year 9** | **Year 10** |
| $2,550 | $2,600 | $2,700 | $2,750 | $2,850 | $2,900 | $3,000 | $3,050 | $3,150 | $3,250 |

#### The Lessee must work with the BLM to ensure responsible use of Utilities and report to the BLM any deficiencies in utility equipment that could be causing unusually high usage.

## Public Relations

### Required Notices

#### The Lessee must prominently post the following at all Lessee cash registers and payment areas: “This service is operated by (Lessee’s name), a Lessee under contract with the U.S. Government and administered by the Bureau of Land Management. The Lessee is responsible for conducting this operation in a satisfactory manner. Prices are approved by the Bureau of Land Management. Please address comments to:

Lower Potomac Field Station

Field Station Manager

10406 Gunston Road

Lorton, VA 22079

### Media Inquiries

#### The Lessee must forward all media inquiries concerning operations within the Area to the FSM.

### Advertisements and Promotional Material

#### Any promotional material or advertisements published by the Lessee shall relate directly to services provided, shall be appropriate in nature, and shall indicate that the Lease operation is authorized by the Bureau of Land Management. The BLM shall have the right to request alterations to any advertising material deemed inappropriate or inaccurate.

* + - 1. All advertisements must include a statement that the Lessee is authorized by the Bureau of Land Management and the Department of the Interior to serve the public within Meadowood Special Recreation Area.
      2. Advertisements for employment must state that the company is an equal opportunity employer.
      3. Social Media content must be accurate, professional, and relevant to the operation or Area. Content containing general information about the Area, Lessee or the nearby communities does not require pre-approval by the BLM. The Lessee must monitor content and comments posted by visitors to the page and remove any content that is inaccurate, offensive or irrelevant. All social media content is subject to review by the BLM and the Lessee must remove postings upon request of the BLM.
      4. The Lessee must include on its website a link to the BLM Meadowood website. The Lessee is encouraged to include in its website information pertaining to the Area’s Resource Education themes and information pertaining to resource protection. The Lessee must obtain approval from the BLM for any such educational material.

# Specific Operating Standards and Requirements

* 1. General Management

### The Lessee.

* + - 1. The Lessee shall designate an onsite General Manager who has the authority and managerial experience to oversee the Lessee operation and act as a representative in all administrative issues with the BLM. In the absence of the General Manager, the Lessee must designate an acting General Manager. The Lessee must provide the BLM with a list identifying key management and supervisory personnel by department with their job titles, and office and emergency phone numbers.

### The BLM.

* + - 1. The BLM FSM manages the Area with responsibility for all operations, including Lease operations. The BLM will review, direct, and coordinate Lessee activities relating to the Area. The BLM will evaluate Lessee services and facilities and is responsible for reviewing and approving rates charged for all commercial services. The BLM will provide a current list to the Lessee with all appropriate points of contact.
  1. Accessibility Guidelines and Compliance

### ABA Requirements

* + - 1. The Lessee will integrate into operations current regulations pertaining to the Architectural Barriers Act (ABA) Accessibility Guidelines.
      2. Leases Management staff must ensure effective communication with all visitors with disabilities, including persons with impaired vision or hearing, so that all visitors may be adequately informed about accessible services, activities, and facilities within the Lease area.
  1. Required and Authorized Service Requirements

### General

* + - 1. The Lessee must request and obtain written permission from the BLM for any activities that do not directly and exclusively support contractual services required or authorized by the Lease.
      2. The BLM must reply as soon as is feasibly possible to Lessee requests regarding any activities that are not required or authorized by the Lease.
  1. Horse Care Management

### BLM Responsibilities

* + - 1. The BLM may inspect the Lessee’s horse stable, corral, and pasture facilities and operations outside of the Area at any time

### Lessee Responsibilities

* + - 1. The Lessee shall ensure a licensed veterinarian is available and on call to assist with livestock emergencies.
      2. The Lessee shall properly care for horses including providing sufficiently high quality weed-free feed and clean water and good stable and corral conditions.
      3. The Lessee shall clean stables and stalls at least once a day, removing manure accumulation and changing bedding for horses as needed. Areas used or clearly visible to the public shall be cleaned more frequently. Accumulated manure will be removed from the Lessee’s assigned area at least once each week and disposed of properly outside the Area.
      4. The Lessee will ensure that its employees and visitors treat the horses properly and will not condone or tolerate cruelty.
      5. The Lessee will ensure that all horses used in the operation have an official state approved health certificate giving an accurate description of the horse and certifying that as determined by physician examination by a licensed veterinarian that they are free from any evidence of infectious disease. This health certificate shall be on file in the Lessee’s office and available for inspection by the BLM.
      6. The Lessee shall ensure that all boarders can provide proof of appropriate vaccinations prior to acceptance for boarding, including a negative test for Equine Infections Anemia; all horses used in the Lessee’s operation shall have a negative test report for Equine Infectious Anemia administered within the last 12 months.
      7. The Lessee will ensure that the horse owners clean and brush the horses as needed, and will keep the manes and tails neatly trimmed, and inspect the shoes and hooves frequently to ensure that the horses are properly shod and the hooves are in good condition. The Lessee will report to the appropriate authorities any cases of neglect or cruelty.
      8. The Lessee may not use lame, malnourished, sick horses, or horses with unhealed girth or saddle sores. The Lessee shall report without delay all major injuries or infectious diseases to the BLM and will keep records of injuries/illnesses and treatments and make the records available to the BLM upon request.
      9. The Lessee shall rotate lesson horses as necessary to provide for health and safety of horses and customers.
      10. The Lessee shall ensure that hay, bedding materials, and equipment necessary for feeding and cleaning are stored on premises in locations approved by the BLM.
      11. The Lessee may, in the interest of safety and for the protection of the horses, institute certain restrictions for riders such as minimum age, maximum weight, etc. These requirements must be agreed upon by the BLM and posted at the Lease operation.
      12. The Lessee will be responsible for the acquisition, training, care, and use of lesson horses used in the stable operation.
      13. The number of horses used by the Lessee will comply with the specifications below:
          * 10 lesson horses
          * 28 boarding horses
          * 5 therapeutic riding horses
          * 3 horses not pastured

### Boarding Service Requirements.

* + - 1. The Lessee must provide a boarding service that is suitable for the market.
      2. All boarding customers shall have a boarding agreement completed and updated annually. The format of this agreement shall be reviewed by the BLM. This agreement shall include proof of health of animal. These agreements shall be maintained by the Lessee and available for review by the BLM as requested.
      3. The Lessee shall maintain a current list of all boarders including name, address, telephone number, and email. This list of boarders shall be provided to the BLM on a quarterly basis and make available to the public upon request.

### Lessons Service Requirements

* + - 1. The Lessee shall offer a variety of lesson types including but not limited to private, semi-private, and group.
      2. Lessons and programs shall be led by a responsible and trained person at least sixteen years of age. Staffing ratios for the lessons shall be in accordance with industry standards.
      3. The Lessee shall supply an inventory of horses that are of temperaments appropriate for the experience level of the riders.
      4. The Lessee must brief all lesson attendees at the beginning of the lessons in regards to safety requirements.
      5. All customers completing lessons shall complete an acknowledgement of risk form.
      6. The Lessee shall supply helmets for all lessons and ensure that all riders under the age of eighteen wear a properly fitted and secured helmet that meets American Society for Testing and Materials (ASTM) Standards. Helmets must be maintained in a clean and sanitary method.
      7. The Lessee will offer lesson services at a price that is commensurable with the market and reasonable for the lesson type offered.

### Therapeutic Service Requirements.

* + - 1. The Lessee shall offer a range of therapeutic activities including but not limited to camps, grooming and tacking, hippotherapy, therapeutic riding, and veterans’ programs.
      2. The Lessee shall ensure that all therapeutic riding instructors are PATH Certified or certified by an equivalent national or international sanctioning body.

### Public Arena Access Requirements.

* + - 1. The Lessee shall provide public access to the outdoor arena at a cost that is reasonable to the market.
      2. The Lessee shall establish a procedure for approving arena customers which may include a membership program.
      3. The Lessee shall design into its Arena schedule available hours of access for the general public.

# Reporting Requirements

* 1. Lessee Operational Reporting

### Format of Reporting

* + - 1. The Lessee must provide report data in an MS Office-compatible electronic format. Upon request, the Lessee must provide all supporting documentation for all operational reports to the BLM. The BLM requires the following reports in order to monitor Lessee activities, understand visitor use and detect trends. It may also request other information as it requires.

### Operational Reports.

* + - 1. Boarding, Lessons and Arena Use on Monthly and Annual Basis
      2. Management Listing including key management and supervisory personnel, with office and emergency phone numbers and email addresses for each. The Lessee must update this list as it changes.
  1. Financial Reports

### Annual Financial Report

* + - 1. As outlined in the Lease, this shall be due 120 days after the closing of the lease year.

### Monthly Payments Report

* + - 1. Notice of the Following Payments :
         * Lease Fee Payments
         * SRP Fee Payments
         * Maintenance Reserve Fee Payments
         * Utility Fee Payments
         * Personal Property Fee Payments
  1. Summary of Initial and Recurring Due Dates

The following summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that will be the responsibility of the Lessee.

| SUMMARY  INITIAL AND RECURRING DUE DATES | | | |
| --- | --- | --- | --- |
| Title | Schedule | Due Date | Reference |
| Initial Requirements | | | |
| Risk Management Plan | Initial/ Annual | Within 120 days after the Lease’s effective date; updates due by December 31 of each year. |  |
| Annual | | | |
| Annual Financial Report | Annually | Not later than 120 days after the last day of the Lessee’s fiscal year |  |
| Statement of Maintenance Fund | Annually | Not later than 120 days after the end of the Lessee's accounting year |  |
| Statement of Personal Property Fund | Annually | Not later than 120 days after the end of the Lessee's accounting year |  |
| Schedule of Operations | Annually | No later than 60 days prior to the next Lease year |  |
| Management Listing | Annually | Within 30 days after Lease execution and when significant changes occur |  |
| Certificates of Insurance | Annually | At the time insurance is first purchased and annually thereafter |  |
| Operational Reports | Annually/ Monthly | Summary included in Annual Financial Report. Monthly See below. |  |
| Monthly | | | |
| Lease Fee | Monthly | By the 15th day after the last day of each month of operation |  |
| SRP Fee | Monthly | By the 15th day after the last day of each month of operation |  |
| Maintenance Reserve Fee | Monthly | By the 15th day after the last day of each month of operation |  |
| Utility Fee | Monthly | By the 15th day after the last day of each month of operation |  |
| Operational Reports | Monthly | By the 15th day after the last day of each month of operation |  |

Note: Per the Lease, the BLM from time to time may require the Lessee to submit other reports and data regarding its performance under the Lease or otherwise, including, but not limited to, operational information.

Effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_