

## Land Lease for Agricultural Use

**Land Owner/Landowner:**

**Tenant Farmer/Farmer:**

THIS AGREEMENT IS ENTERED UPON IN GOOD FAITH BY BOTH PARTIES IN THE SPIRIT OF MUTUAL RESPECT AND CO-OPERATION FOR EACH OTHER'S ROLES AND THE SINCERE HOPE FOR, AND EXPECTATION OF, SUCCESS AND HAPPINESS FOR ALL. WILLINGNESS TO WORK TOWARD AN EVOLVING AND MUTUALLY SUCCESSFUL RELATIONSHIP ON THE LAND.

The term of the lease will be 5 (five) \_\_\_\_\_ years, beginning \_\_\_\_\_ through \_\_\_\_\_. **note: USDA Equip requires a 5 year lease. If Equip funds might be utilized for improvements, you'll need to ask for a long-term lease.**

In exchange for the use of the field, Farmer agrees to compensate the Landowner \$ \_\_\_\_\_ for the first year and an increasing amount \$ \_\_\_\_\_ for each subsequent year plus a \_\_\_\_\_ percentage dollar amount share of the crops produced and sold that year plus a weekly family's share of vegetables from this field or others at Farmer's discretion. The cash portion must be paid prior to breaking ground on the field/s the first year and prior to tilling of the cover crop each subsequent season. The percentage share is due monthly during the growing season as soon as harvest begins.

This lease allows the Farmer to build and run a commercial farming operation on the listed land. As long as this lease is in effect, the Farmer will have access to the agreed upon acreage and fields to work and harvest food or cover crops. The Farmer will maintain a working farm plot with potential for growth in the future as determined by both parties upon yearly review at the end of each growing season. The leased area for the period beginning \_\_\_\_\_ through \_\_\_\_\_ is \_\_\_\_\_ acres of the \_\_\_\_\_ field at the property at \_\_\_\_\_ (property address).

The Farmer agrees to purchase an applicable insurance policy protecting accident due to Farm activities and name the Landowner as additional insured.

There shall be no unreasonable limitations of working days or hours of operation applied to the Farmer by the Landowner. Any requests from the Landowner for the Farmer to not work the site must be made at least 15 days before the requested date. The Farmer agrees to maintain professional practices and to keep the sites in use neat, tidy and as free of hazards as possible. There will be consideration by the Farmer of the aesthetic and noise impact of Farm activities on the leased land. During any development projects like greenhouse construction, earthworks or building of any kind, it is understood that the land under development may be unsightly for the duration of said processes. Feedback between Landowner and Farmer will be respectfully given and received as to impact of a visual or material nature (noise, light, sound, view shed) by either party. Siting of hoophouse/s will be by mutual agreement and noted in the lease.

Access on the path from the barn to the river will be maintained for the Landowner and guests. River access is also extended to the Farmer. Placement of a tiny home for intermittent use by the Farmer will be part of this agreement, placement and bathroom facilities to be determined by both parties.

Infrastructure and materials needed for the farm to be successful will not be limited by the Landowner except as specified herein... (discuss location of farm buildings... materials of same... cleanliness of grounds... disposal of trash... parking areas... bathroom facilities...)

The Farmer agrees that no chemical or non-organic fertilizers, herbicides, or insecticides will be applied to the fields or its perimeters or to anything planted on the fields or to the air above the fields. Organic certification is not required by the Landowner, but organic practice is.

This lease includes access to and use of the water from the Ditch. The Landowner will pay all property taxes, ditch taxes and ditch fees associated with the said acreage for the duration of the agreement. The maintenance and use of the ditches on the leased land, to include: pond construction / restoration, ditch cleaning, water availability will be shared by Landowner and Farmer, as set forth in a separate agreement, in cooperation with the Mayordomo. Taxes, expenses, indebtedness, and any and all other liabilities arising from any of the Farmer's farm activity are the responsibility of the Farmer alone.

Well water and a mutually agreed upon staging area for the washing of the produce will be made available as part of this lease. The Farmer will be responsible for the construction of the washing station. Well water may be available for irrigation of crops and the starting seeds in containers or flats as per this agreement. Responsibility for paying the electricity costs for the well pump and maintenance and repair of the well as needed to ensure water availability will be shared. The Farmer will assume the responsibility and cost of getting the water connected and maintained to the washing station and seed starting location(s).

Farmer will maintain a working farm plot with potential for growth in the future as determined by both parties. As long as this lease is in agreement, Farmer will have access to the fields to work and harvest any crops.

This lease will be reviewed by both parties on a yearly basis (but initially AFTER 90 DAYS) at the end of the growing season, and no later than November 15<sup>th</sup> of each year at a mutually agreed upon time and place. This review shall include the amount of land under cultivation, compensation paid to the Landowner, and the evolving needs of both parties, among other things. Farmed acreage may be increased yearly at the discretion and mutual agreement of both parties. Any adjustments to this agreement shall be put in writing before the end of the calendar year prior to which the adjustments will take place.

If the Farmer desires to farm on an extended basis over the winter, this should be discussed so that the lease can accommodate winter growing.

The Landowner may or may not make their tractor and implements available for Farmer's use upon request, and with advance notice. The Landowner prefers that he operate the tractor for the benefit of, and with the input of the Farmer, due to the age of the tractor and its suitability, or not, for certain tasks. It is an old tractor and may not be suitable for all requested purposes. Use of the tractor will be by prior arrangement at an hourly rate of \_\_\_\_\_. Alternatively, hour for hour trade for labor supplied by Landowner for the benefit of Farmer (i.e. tractor operation) will be reciprocated by Farmer by prior arrangement. The Landowner will be responsible for the upkeep and repair of the tractor except in the case of negligent use by the Farmer. In that case, repair or replacement will be the responsibility of the Farmer.

The Farmer agrees to cover crop the field each year at the end of the growing season, and cut and till the cover crop under in the spring and to generally maintain or improve the long term quality and health of the soil during the Farmer's tenancy. At the end or termination of the lease, the Farmer agrees to restore the farmed fields to the condition existing prior to cultivation or better it was when the lease began.

The Farmer agrees that she will not make any changes to any aspect of the fields, water delivery system or fencing without the written permission of the Landlord. Permanent structures must be approved in writing by Landowner and, if approved, be built and maintained in accordance with applicable building codes. Esthetic considerations are important and will be discussed and agreed upon prior to building. Permanent structures and improvements will become the property of the Landowner at the termination of this agreement.

A binder of Liability Insurance naming the Bennetts as beneficiaries shall be provided to the Bennetts prior to the start of farm operations. Tenant assumes all responsibility for any claim by, or injury to, any person on the property assisting, working for, or visiting him or any other person damaged by tenant's negligence.

The Landowner will supply the Farmer with access to the field at all times. One key will be issued that will remain in the possession of the Farmer only. If there will be other people working for or with the Farmer the Landowner will be notified ahead of time for approval to access to the property and key. The Farmer agrees to maintain, on a daily basis, the access to the property and the fences in the condition found upon arriving on the property and to secure the property upon coming and going. It is the Landowner's intent to provide a new gate at the driveway entrance on Lower Firehouse Road. The terms of this lease are between Landowner and Farmer listed on this agreement. Subletting the farm is not allowed.

(LEASE EXIT CLAUSE FOR FARMER) In any event that the land is not suitable for growing crops for a commercial purposes, or for any other reason, the Farmer may give the Landowner notice of the nullification of this lease, and make a good faith effort to finish the current season, and complete appropriate restoration to the property as needed unless extenuating circumstances prevail. (# of days' notice)

(LEASE EXIT CLAUSE FOR LANDOWNER) In the event that the Landowner wants to terminate this lease for any reason, notice will be given to the Farmer of the nullification of this lease. Allowance will be provided to finish the current season, and to complete appropriate restoration to the property as needed unless extenuating circumstances prevail. (# of days' notice)

Landowner/Landowner Signature/s:

---

(Signature) (Print Name) (Date)

Tenant Farmer /Farmer Signature:

---

(Signature) (Print Name) (Date)