# Farm Lease Agreement

## The Parties

This Lease Agreement is entered into on this ${Day} day of ${Month}, ${year}, by and between ${Lessor name} ("Lessor"), and ${Lessee name} ("Lessee") (collectively, the "Parties"), for the Lease of certain land(s) for the purpose of establishing and developing an agricultural enterprise.

## Preamble

Whereas the Parties hereto are committed to working together toward agricultural uses of the property described herein; and

Whereas: ${Whereas statements}

... the Parties agree as follows:

## Section 1. The Premises

The Premises shall consist of land, roads and/or structures located at the following address or location: ${Farm address} and consisting of: ${Property description} and/or as more particularly described in the following attachments: ${Attachments}.

## Section 2. Term of Lease and Extension or Renewal

a) The term of this Lease shall be for a period commencing ${Term Start Date} and ending ${Term End Date}.

b) The Lessee shall have the option to renew or extend this Lease according to the following provisions: ${Term Renewal Provisions}.

## Section 3. Rent

a) Lessee agrees to pay Lessor the following rent: ${Rent amount} subject to following provisions: ${Rent provisions}.

b) The rent may be renegotiated for any Lease extension or renewal, according to the following formula and/or procedures: ${Rent renegotiation terms}.
c) (OPTIONAL) A penalty of ${Late rent penalty amount} per ${Rent penalty period} will be assessed on late rent payments.

## Section 4. Permitted, Prohibited and Restricted Uses

a) Lessee is hereby permitted all normal activities associated with agricultural purposes including but not limited to: ${Permitted uses - paragraph text}.

b) The tenant shall not, unless by mutual agreement to the contrary, engage in any of the following activities on the Premises: ${Prohibited uses - paragraph text}

CHOOSE:
c) Lessee agrees to prepare and comply with a land use/stewardship/conservation plan that shall include the following: ${Stewardship requirement}.

OR
c) Lessee agrees to abide by agricultural/stewardship standards and practices as specified in Attachment B.

d) Lessor and Lessee shall conduct joint inspections of the Premises as follows: ${Inspection condiitions}.

e) Lessee agrees to abide by all local, state and federal laws and regulations.

f) Necessary permit application and fees shall be assigned as follows: ${Permit/fee assignment}

## Section 5. Reserved Rights

a) Lessor and his/her assigns reserve the following rights: ${Entry condiitions}.

## Section 6. Liability and insurance

a) The Lessee will maintain general liability insurance with coverage of ${Insurance coverage amount} and under the following conditions: ${Insurance conditions}.

b) The Lessor agrees to provide the following insurance coverage: ${Insurance description}

c) Evidence of insurance shall be provided to the other party.

## Section 7. Transfer, Sale, Assignment and Sublease

a) In the event that ownership of all or part of the Premises is conveyed or transferred, ${Transfer consequences}.

b) Lessee ${May/May not} sublease or assign this Lease without written permission from the Lessor, provided the following:

${Sublease-assign conditions}.

## Section 8. Taxes, Utilities and Fees

a) The Lessee shall be responsible for the following taxes, utilities and/or fees: ${Lessee taxes and fees}

b) The Lessor shall be responsible for the following taxes, utilities and/or fees: ${Lessor taxes and fees}

## Section 9. Maintenance, Repairs and Improvements

a) Lessee is responsible for normal maintenance and repairs of the Premises including:

${Normal maintenance}

b) Lessee may make alterations and improvements to the Premises with consent of the Lessor according to the following procedures and conditions:

${Minor alterations by lessee conditions}

c) Lessor and Lessee shall agree on major repairs, additions, alterations, replacements and improvements per the following procedure:

${Major repairs procedures}

d) Lessor shall be responsible for repairs, replacements and improvements according to the following procedures and conditions:

${Lessor minor repairs procedures}

## Section 10. Termination and Default

a) Either Party may terminate this Lease upon default by the other as specified herein. The following shall constitute events of default:

${Events of default}

b) A default by either Party may be remedied according to this process: ${Remedy process}

c) Upon termination at the end of the Lease term or for any other reason, Lessee shall: ${Lessee termination responsibilities}.

d) The Parties recognize that weather, “acts of God” or similar unforeseen events may, in extreme circumstances, interfere with the Lessee’s farming practices and could prevent the Lessee’s timely compliance with the terms of the Lease. The Lessor shall take such circumstances into account before declaring an event of default.

## Section 11. Communication, Permission and Dispute Resolution

a) Parties agree to resolve any disputes regarding the interpretation and performance of this Lease through mutual good faith effort. All disputes that cannot be resolved through such efforts shall be determined and settled as follows:

${Dispute resolution process}

b) No change to this Lease shall be effective unless it is in writing and signed by both Parties.

c) Requests and consents between Parties shall be handled as follows:

${Requests and consents}

## Section 12. Standard Contract Provisions

${Standard contract provisions}