

LEASE AGREEMENT SAMPLE 4

This agreement is between the _____ (landowner) and the _____ (farmer), for the lease of certain parcels of land for the purpose of [establishing and cultivating commercial vegetable crops]. Whereas both parties share a mutual interest in the health and productivity of the agricultural lands described below, and whereas a multi-year lease agreement provides security for the farmer, enabling natural resource stewardship of the land, and whereas the landowner also benefits from such an agreement, and the land is maintained in production and protected from conversion to non-farm uses, the parties agree as follows:

1. The parcel(s) contained in this agreement are/is described as follows: [describe parcel location, acreage, bounds, unique features, current conditions, etc.]
2. The term of this lease shall be from _____ to _____ except as terminated earlier according to the provisions below.
3. The farmer agrees to pay a lease fee to the landowner of \$_____ per acre, or \$_____ total, per year. The farmer agrees to pay such sum at the beginning of the lease term and on the anniversary of this date unless otherwise mutually agreed. A late penalty of up to 5% / month may be assessed on all late payments. This lease fee may be renegotiated annually. The farmer and landowner may negotiate in-kind services in lieu of all or partial payment as follows: [e.g., removal of debris or limbs or rocks, clearing or keeping land cleared, mowing paths or trails, maintaining fences, giving some vegetables, etc.]
4. Permitted Uses: the farmer is hereby permitted all normal activities associated with the above purposes, including but not limited to:
 - a) Planting, cultivating, and harvesting vegetable crops
 - b) Erection of a storage shed for use and seasonal storage of equipment on said parcels
 - c) Application of soil amendments including manures, compost, fertilizers, and lime
 - d) Pest management; including the application of pesticides
 - e) Installation of an irrigation system and washing / post-harvest cleaning facilities
 - f) Erection of a seasonal hoophouse structure for early and late-season extension
 - g) On-farm composting of crop waste
 - h) Hosting meetings / educational workshops / public events on farm

The farmer agrees to employ standard best management practices. It shall not be considered a default of this Lease if weather or other circumstances prevents timely practices or harvesting.

5. Prohibited Uses: The farmer shall not, unless by mutual agreement to the contrary, engage in any of the following activities on said parcel(s):
 - a. Planting, cultivating, and harvesting vegetable crops
 - b. Erection of a storage shed for use and seasonal storage of equipment on said
 - c. parcels
6. The farmer agrees to prepare a Conservation Plan under the guidance of the NRCS or other agricultural technical assistance provider for said parcel(s), to complete annual soil testing and apply fertilizer and lime as indicated at his/her own expense. The farmer agrees to proper disposal of trash and waste. The farmer further agrees:
 - a. Minimize the use of toxic pesticides
 - b. Leave premises in cover crop at the end of the term
 - c. Rotate crops
 - d. Practice appropriate weed control
7. The landowner agrees to participate in federal farm programs, including responsibility for eligibility and receipt of payments.
8. The landowner agrees to pay all taxes and assessments associated with this parcel.
9. The landowner and farmer do not intend to create a partnership by entering into the agreement. Neither party will obligate the other for debts/liabilities or damages.

10. The farmer agrees to provide the landowner with evidence of his/her own liability insurance coverage.
11. [If the land is enrolled in an agricultural district, the landowner shall protect the farmer against nuisance suits over farm operations and additional review if land is taken by eminent domain.]
12. By previous mutual agreement, the farmer may place improvements upon said parcel(s) at his/her own expense, and such improvements shall [remain/become] the property of the [farmer/landowner]. Upon termination of this Lease, the farmer [may/shall] remove such improvements and return the property to its prior condition. The farmer may sell the then current value of such improvements to the landowner/subsequent lessee.
13. Either party may terminate this lease at any time with a [six month] notice to the other party. The landlord may terminate this lease only in the event that the farmer shall have (1) violated any of the provisions of this lease, (2) abused the landlord's property, (3) failed to utilize the property for a period of 12 months without written permission from the landlord. The landlord shall not terminate the lease without first giving a written 90 day notice citing the cause of termination and an opportunity to correct the default.
14. The farmer agrees not to assign or sublease his/her interest. In the case of the transfer of title of said parcels during the term of this lease, the lease shall transfer with the land; if such a transfer is not provided for, the farmer shall be compensated for the loss of his/her equity (reimbursement of crop nutrients, lime and/or completed fieldwork) and for the market value of crops still in the ground when the lease is terminated by the landowner.
15. The terms of this lease may be amended by mutual consent. Any amendments must be in writing and signed by both parties. A default in any of these provisions by either party may be cured upon written notice by the other party within [60 days] of receipt of such notice. Any disputes occurring from this lease may be resolved by standard mediation practices, if necessary.
16. Landowner retains his/her rights to access the parcel(s) for the purposes of inspection with prior notification to the farmer.
17. Other special terms and conditions in this lease:

Signed: _____ Date: _____

Signed: _____ Date: _____