

FARM LEASE AGREEMENT

PREAMBLE

A. This Farm Lease Agreement (hereinafter referred to as the "Lease" or "Agreement") is entered into and shall become effective as of the date specified at the conclusion of this document, by and between:

LANDLORD: (hereinafter referred to as the "Landlord")

TENANT: (hereinafter referred to as the "Tenant")

B. The Landlord and Tenant shall collectively be referred to as the "Parties" throughout this Agreement.

In consideration of the mutual promises, obligations, and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all Parties, the Landlord and Tenant hereby agree to the following terms and conditions:

ARTICLE I. DESCRIPTION OF LEASED PREMISES

1. The Landlord, in exchange for the rental payments specified within this Lease Agreement, hereby grants to the Tenant the right to lease the following described property (hereinafter referred to as the "Premises"):

2. The Premises referenced above is situated at the following physical address:

Street Address:

City:

State:

ZIP Code:

ARTICLE II. DURATION OF LEASE

3. This Lease Agreement shall commence on _____ and shall remain in effect until its natural termination on _____ at 11:59 PM local time.

4. Upon the expiration of the initial term, this Lease shall automatically renew for successive periods of equal duration until such time as either the Landlord or Tenant provides written notice of their intent to terminate this Agreement.
5. Upon the expiration or termination of this Lease, the Tenant shall be obligated to provide the Landlord with a current forwarding address for the purpose of receiving any refunds, deposits, or other correspondence that may be due.

ARTICLE III. POSSESSION AND SURRENDER OF PREMISES

6. The Tenant shall be entitled to take possession of the Premises on the first day of the Lease term and shall be required to surrender possession to the Landlord on the final day of the Lease term, unless an alternative arrangement has been mutually agreed upon in writing by all Parties.
7. Upon the conclusion of the Lease term, the Tenant shall remove all personal property, goods, and belongings from the Premises and shall peacefully return the property to the Landlord in substantially the same condition as when originally received, with reasonable allowance for normal wear and tear.

ARTICLE IV. RENTAL PAYMENT TERMS

8. The Tenant agrees to remit to the Landlord monthly rental payments in the amount of \$ _____ (_____ US dollars) for the duration of this Lease.
9. All rental payments shall be due and payable in advance on the _____ day of each calendar month. The occurrence of holidays, special events, weekends, or other circumstances shall not excuse or delay the Tenant's obligation to make timely rental payments.
10. In the event that the lease commencement date does not coincide with the beginning of a full payment period, the Tenant may be required to pay a prorated rental amount. Any such prorated payment shall be due upon execution of this Lease Agreement.
11. All rental payments shall be delivered to the Landlord at the following designated address:

Street Address:

City:

State:

ZIP Code:

The Landlord reserves the right to modify this payment address from time to time. The Tenant shall receive written notification of any address change prior to the due date of the affected payment period.

ARTICLE V. SECURITY DEPOSIT REQUIREMENTS

12. Upon the execution of this Lease Agreement, the Tenant shall remit to the Landlord a security deposit in the amount of \$ _____ (_____ US dollars). This security deposit shall be held in trust by the Landlord and may be applied toward any damages to the Premises, unpaid rent, or other defaults under this Lease, as permitted by applicable state law. The security deposit amount shall not exceed one month's rental payment.

ARTICLE VI. EXISTING AGRICULTURAL CROPS

13. The Tenant shall have full rights to any crops that are presently planted and growing on the Premises at the time of taking possession. Upon vacating the Premises, the Tenant shall be obligated to plant and seed an equivalent acreage of crops as was present on the leased Premises when the Tenant originally took possession.

14. The agricultural crops currently cultivated and grown on the Premises are identified as follows:

ARTICLE VII. INDEPENDENT CONTRACTOR RELATIONSHIP

15. Nothing contained within this Lease Agreement shall be construed as creating a partnership, joint venture, contractor relationship, employment arrangement, or any relationship other than that of Landlord and Tenant between the Parties. Neither Party shall be held liable for the obligations or liabilities of the other Party, except as expressly provided within this Agreement. The Tenant agrees to indemnify, defend, and hold the Landlord and the Premises free and harmless from any and all obligations, claims, and liabilities arising from the Tenant's farming operations or other activities conducted on the Premises, whether pursuant to this Lease or otherwise.

ARTICLE VIII. PERMITTED USE OF PREMISES

16. The Premises shall be utilized exclusively for legitimate agricultural purposes, including but not limited to the planting, cultivation, growing, and harvesting of crops; the feeding, grazing, pasturing, maintenance, breeding, and production of agricultural livestock; and other related

farming and agricultural activities. The Premises shall not be used for any other purpose without obtaining the Landlord's express prior written consent. The Tenant shall conduct all agricultural activities in accordance with sound farming practices and the established standards of the local agricultural community in which the Premises are located.

17. The Tenant shall, at the Tenant's sole cost and expense, comply with any and all applicable laws, ordinances, rules, regulations, requirements, and orders, whether currently in effect or enacted in the future, of any federal, state, county, municipal, or other governmental authority that may apply to the use, maintenance, operation, or production of crops on the leased Premises, or to the sale, distribution, or disposition of such crops.

18. The Tenant expressly agrees not to apply any pesticides, insecticides, fungicides, herbicides, or other chemical treatments that would produce residual effects extending beyond the term of this Lease Agreement unless the Tenant has obtained the Landlord's express prior written consent for such application.

ARTICLE IX. CROP DISEASE AND BLIGHT MANAGEMENT

19. In the event that any disease, blight, infestation, or other harmful condition of any nature appears on the Premises or affects any crops growing or previously grown thereon, the Tenant shall, at the Tenant's sole expense:

- (a) Employ the most effective and widely recognized methods available for eradicating, treating, or controlling such disease or blight; and
- (b) Consult with and follow the professional recommendations of qualified agricultural experts, extension agents, or specialists who have been recommended or approved by the Landlord and who maintain offices or residences within one hundred (100) miles of the Premises.

ARTICLE X. INSURANCE OBLIGATIONS

20. Both the Landlord and the Tenant shall be individually responsible for obtaining and maintaining appropriate insurance coverage for their respective interests in the Premises and any personal property located thereon.

21. The Tenant shall, at the Tenant's sole expense, obtain and maintain insurance policies covering the full insurable value of any crops specified in this Lease that are being cultivated on the Premises. Such insurance shall protect against damage or destruction caused by flood, fire, hail, windstorm, tornado, lightning, or any other act of God or natural disaster. All insurance policies shall be issued by insurance companies that are acceptable to the Landlord. Any loss

proceeds payable under such policies shall be distributed to the Landlord and Tenant in proportion to their respective interests in the affected crops.

ARTICLE XI. MAINTENANCE RESPONSIBILITIES

22. The Landlord shall bear the responsibility for maintaining the Premises in good condition and proper repair throughout the entire duration of this Lease Agreement.

ARTICLE XII. UTILITY SERVICES

23. The Landlord shall be responsible for arranging, paying for, and maintaining the provision of all utility services to the Premises throughout the term of this Lease Agreement.

ARTICLE XIII. TAX OBLIGATIONS

24. The Landlord shall be responsible for paying all real estate taxes, property taxes, and assessments that may be levied against the Premises. However, the Tenant shall be obligated to pay, before becoming delinquent, all personal property taxes or assessments levied on the Tenant's personal property, equipment, livestock, or other assets situated on or about the leased Premises during the term of this Lease. Upon the Landlord's request, the Tenant shall provide satisfactory evidence of the timely payment of such taxes.

ARTICLE XIV. TENANT'S RIGHT OF FIRST REFUSAL

25. If at any time during the term of this Lease Agreement the Landlord receives a bona fide offer to purchase the leased property from a third party, the Landlord shall provide the Tenant with a true, complete, and accurate copy of the proposed purchase agreement that the prospective purchaser is ready, willing, and able to execute, along with written notice that the Landlord is prepared to accept such offer.

26. The Tenant may, by providing written notice to the Landlord within thirty (30) days following the Tenant's receipt of the proposed purchase agreement, elect to purchase the property upon the same terms, covenants, and conditions set forth in the third-party offer.

27. If the Tenant does not exercise this right of first refusal within the thirty (30) day notice period, the Landlord shall be free to proceed with the proposed purchase agreement with the third-party offeror.

28. In the event that the proposed transaction with the third-party offeror is not successfully completed for any reason, the Tenant's right of first refusal shall remain in full force and effect.

The execution of a proposed agreement by the Landlord shall not be construed as terminating or extinguishing any renewal option held by the Tenant under this Lease.

ARTICLE XV. TERMINATION UPON SALE OF PROPERTY

29. The Landlord reserves the right to terminate this Lease Agreement upon providing sixty (60) days' advance written notice to the Tenant that the Premises have been sold to a third party.

30. In the event that the property is sold to any party other than the Tenant, the Tenant shall be granted a reasonable opportunity and time allowance to complete the current growing season and harvest any crops then growing on the Premises.

ARTICLE XVI. DESTRUCTION OR CONDEMNATION OF PREMISES

31. If the Premises are damaged or destroyed by fire, flood, storm, or other casualty to such an extent that the Tenant's use and enjoyment of the dwelling unit or farmland is substantially impaired, the Landlord may, in the Landlord's sole discretion, elect either to repair and restore the Premises or to terminate this Lease upon thirty (30) days' advance written notice to the Tenant. In the event that the Premises are condemned by governmental authority or cannot reasonably be repaired, this Lease shall terminate upon thirty (30) days' written notice provided by either Party.

ARTICLE XVII. DEFAULT AND REMEDIES

32. The Tenant shall be considered in default of this Lease Agreement if the Tenant fails to fulfill, perform, or observe any obligation, term, condition, or covenant by which the Tenant is bound under this Agreement. Subject to any governing law that may provide otherwise, if the Tenant fails to cure any financial default within thirty (30) days (or any non-financial default within sixty (60) days) after receiving written notice of such default from the Landlord, the Landlord may take possession of the Premises without further notice (to the extent permitted by applicable law), without waiving or prejudicing the Landlord's right to recover damages or pursue other legal remedies.

33. As an alternative remedy, the Landlord may elect to cure any default on the Tenant's behalf, and the cost of such curative action shall be added to the Tenant's financial obligations under this Lease as additional rent. The Tenant shall be liable for and shall pay all costs, damages, and expenses (including reasonable attorney fees, court costs, and related expenses) incurred by the Landlord as a direct result of the Tenant's default. All monetary sums or charges that the Tenant is required to pay under this Lease shall constitute additional rent, regardless of

whether such amounts are specifically designated as "additional rent." The rights and remedies provided in this Article are cumulative in nature and shall be in addition to any other rights or remedies available under applicable law.

ARTICLE XVIII. LATE PAYMENT PENALTIES

34. For any rental payment that is not received by the Landlord within day(s) of its scheduled due date, the Tenant shall be assessed and shall pay a late fee in the amount of \$ (US dollars).

ARTICLE XIX. HOLDOVER TENANCY

35. If the Tenant remains in possession of the Premises for any period following the expiration or termination of this Lease Agreement (the "Holdover Period"), the Tenant shall pay to the Landlord rental payments during the Holdover Period at a rate equal to one hundred fifty percent (150%) of the most recent monthly rental rate in effect immediately preceding the Holdover Period.

36. Any such holdover occupancy shall be deemed to constitute a month-to-month extension of this Lease Agreement, subject to all other terms and conditions contained herein.

ARTICLE XX. CUMULATIVE RIGHTS AND REMEDIES

37. All rights and remedies of the Parties under this Lease Agreement are cumulative in nature and shall not be construed as exclusive of one another, unless otherwise specifically required by applicable law.

ARTICLE XXI. RETURNED PAYMENTS AND INSUFFICIENT FUNDS

38. In the event that any payment made by the Tenant is returned to the Landlord due to insufficient funds, closed account, or any other reason, the Tenant shall be charged the maximum fee amount permitted under applicable state law for each such returned payment.

ARTICLE XXII. IMPROVEMENTS AND MODIFICATIONS

39. The Tenant shall bear the obligation to conduct any construction, remodeling, or modifications (at the Tenant's sole expense) that may be necessary or required to utilize the Premises for the agricultural purposes specified in this Agreement.

40. The Tenant may also construct fixtures, structures, or improvements on the Premises (at the Tenant's sole expense) that appropriately facilitate the agricultural use of the property. Any

such construction shall be undertaken and fixtures may be installed only with the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Upon the expiration or termination of this Lease, the Tenant shall be entitled to remove (or, at the Landlord's written request, shall be required to remove) such fixtures, and shall restore the Premises to substantially the same condition as existed at the commencement of this Lease.

ARTICLE XXIII. LANDLORD'S RIGHT OF ACCESS

41. Subject to the Tenant's reasonable consent (which shall not be unreasonably withheld), the Landlord shall have the right to enter upon the Premises for the purpose of conducting inspections, performing necessary maintenance or repairs, providing services, or showing the property to prospective purchasers, lenders, tenants, contractors, or other interested parties. Notwithstanding the foregoing, the Landlord shall not assume any liability for the care, supervision, or security of the Premises or any property located thereon.

42. As permitted by applicable law, in the case of an emergency or urgent situation, the Landlord may enter the Premises without obtaining the Tenant's prior consent. During the final three (3) months of this Lease term, or any extension thereof, the Landlord shall be permitted to display standard "For Rent" or "For Sale" signage and to show the Premises to prospective tenants or purchasers.

ARTICLE XXIV. MECHANICS LIENS AND ENCUMBRANCES

43. Neither the Tenant nor any party claiming through or under the Tenant shall have the right to file mechanics' liens, materialmen's liens, or any other type of lien or encumbrance against the Premises. The recording or filing of this Lease Agreement shall serve as constructive notice that any such liens are invalid and unenforceable.

44. Furthermore, the Tenant expressly agrees to provide actual advance written notice to any contractors, subcontractors, suppliers of goods, laborers, or service providers that such liens will not be valid against the Premises and shall take whatever additional steps may be necessary to ensure that the Premises remain free and clear of all liens arising from construction, improvements, or services performed by or on behalf of the Tenant.

ARTICLE XXV. SUBORDINATION OF LEASE

45. This Lease Agreement is and shall be subordinate to any mortgages, deeds of trust, security interests, or other encumbrances that currently exist or that may hereafter be granted by the Landlord with respect to the Premises.

ARTICLE XXVI. ASSIGNMENT AND SUBLETTING RESTRICTIONS

46. The Tenant shall not assign, transfer, or sublease any interest in the Premises, nor assign, mortgage, pledge, or otherwise encumber this Lease Agreement, without first obtaining the prior written consent of the Landlord. Such consent shall not be unreasonably withheld, conditioned, or delayed by the Landlord.

ARTICLE XXVII. EARLY TERMINATION OPTION

47. The Tenant shall have the option to terminate this Lease Agreement prior to its natural expiration date, subject to the terms set forth in this Article.

48. The Landlord agrees to permit the Tenant to terminate this Lease early upon payment of a termination penalty in the amount of \$ _____ (_____ US dollars).

ARTICLE XXVIII. NOTICE REQUIREMENTS

49. All notices, demands, requests, or other communications given under this Lease Agreement or as required by applicable state law shall be provided in writing and delivered to both Parties. Notices sent by the Tenant to the Landlord shall not be deemed complete or effective until actually received by the Landlord and shall be sent or delivered to the address designated for rental payments. The Landlord, or the Landlord's authorized agents (including property managers, representatives, secretaries, or assistants), shall accept service of demands and/or legal process at the same address. Notices sent by the Landlord to the Tenant shall be deemed delivered when deposited in the United States mail, properly addressed and postage prepaid, to the address of the Premises, or when hand-delivered or placed in the Tenant's mailbox at the Premises. Notices to the Tenant shall also be deemed delivered if addressed to the Tenant's last known post office box address.

ARTICLE XXIX. GOVERNING LAW AND JURISDICTION

50. This Lease Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of _____, without regard to its conflict of law principles.

ARTICLE XXX. ENTIRE AGREEMENT

51. This Lease Agreement constitutes the complete and entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, promises, conditions, understandings, or other agreements, whether written or oral, relating to the leasing of the Premises. This Lease may only be

modified, amended, or supplemented by a written instrument that is duly signed by the Party against whom enforcement of such modification is sought.

ARTICLE XXXI. SEVERABILITY

52. If any provision, clause, or sub-part of this Lease Agreement is determined to be invalid, void, illegal, or unenforceable by any court of competent jurisdiction, judgment, or operation of law, such determination shall not affect the validity or enforceability of the remaining provisions, which shall continue in full force and effect to the fullest extent permitted by law.

ARTICLE XXXII. HEIRS, SUCCESSORS, AND ASSIGNS

53. The Tenant shall not transfer, assign, or delegate this Lease or any portion thereof to any third party without the Landlord's prior written consent. Notwithstanding the foregoing restriction, all covenants, terms, and conditions of this Lease Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, personal representatives, successors, and permitted assigns of the Parties.

ARTICLE XXXIII. NO WAIVER

54. The failure of the Landlord to enforce strict performance of any provision, term, or condition of this Lease Agreement shall not be construed as a waiver of the Landlord's right to enforce the same provision or any other provision at a later time, nor shall any such failure constitute a waiver of any subsequent breach or default by the Tenant.

ARTICLE XXXIV. BINDING EFFECT

55. The provisions of this Lease Agreement shall be binding upon and shall inure to the benefit of both Parties and their respective legal representatives, heirs, executors, administrators, successors, and permitted assigns.

SIGNATURE AND EXECUTION

IN WITNESS WHEREOF, the Parties have executed and delivered this Farm Lease Agreement in the manner prescribed by law as of the Effective Date set forth below.

LANDLORD

Name:

Signature:

Date:

TENANT

Name:

Signature:

Date:

DISCLAIMER: This template is provided for general informational and reference purposes only. It does not constitute legal advice and should not be relied upon as such.