

# LAND LEASE AGREEMENT

**State:**

## **BACKGROUND**

A. This Land Lease Agreement (hereinafter referred to as the "**Lease**") is entered into and made effective as of \_\_\_\_\_ (hereinafter referred to as the "**Effective Date**") by and between the Lessor (hereinafter referred to as the "**Landlord**");

**Landlord name:**

**Landlord address:**

and the following Lessee (hereinafter referred to as the "**Tenant**");

**Tenant name:**

**Tenant address:**

B. For purposes of convenience, the following party (the "**Authorized Party**") is also authorized to manage the Property and act on Landlord's behalf:

**Authorized party name:**

**Authorized party address:**

Such Authorized Party may be considered to act in place of the Landlord for the purposes of this Lease, where required or permitted.

C. Landlord and Tenant may be collectively referred to as the "**Parties**".

D. WHEREAS, the Landlord is the owner of certain real property (the "**Property**") at the following address:

**Property address:**

Said Property is more fully described by the legal description as follows:

**Legal description:**

E. WHEREAS, the Landlord intends to lease to the Tenant and the Tenant agrees to lease from the Landlord the aforementioned property.

In consideration of the obligations and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do contract and agree as follows:

## **I. PROPERTY**

1. The Landlord, in consideration of the lease payments described herein, leases to Tenant the land (hereinafter referred to as the "**Property**") which is described as follows:

### **Property description:**

2. The Property is located at the following address:

### **Property address:**

3. The Property described equals \_\_\_\_\_ square acres.

## **II. USE OF PROPERTY**

4. The Property shall be used for the following purposes and shall not be used for any other purpose without Landlord's prior written consent:

### **Permitted use:**

5. The Tenant shall carry on all of the activities specified above in accordance with good husbandry and the best practices of the local community in which the leased Site is situated.
6. The Tenant shall, at Tenant's cost and expense, comply with any and all laws, ordinances, rules, regulations, requirements, and orders present or future, of any federal, state, county, or municipal governments which may in any way apply to the use, maintenance, or operations of the Property.
7. The Tenant agrees not to apply pesticides, insecticides, fungicides, herbicides, or other chemical treatments that will have a residual effect beyond the term of this Lease except without the express prior written consent of the Landlord.
8. The Tenant shall maintain the Property in good repair and make all necessary repairs thereto.

## **III. IMPROVEMENTS AND ALTERATIONS**

9. The Tenant may not make improvements, alterations, additions, or other changes to the Property without the written approval of the Landlord.
10. The Tenant agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws.
11. All improvements, alterations, additions, or other changes to the Property shall become the property of the Landlord upon the termination of this Agreement unless otherwise agreed to by the Parties in writing.
12. The Tenant shall have the right to erect any sign related to its business or for other purposes on the condition that such signs comply with the law.

#### **IV. LEASEHOLD MORTGAGE**

13. The Tenant has the right to grant a mortgage, deed of trust, or other security interest in the Tenant's interest in the Property created by this Agreement (the "**Leasehold Mortgage**") to secure repayment of a loan made to the Tenant to finance construction of any improvements made to the Property during the Term.
14. In no event will any interest of the Landlord in the Property be pledged as collateral for or be subordinate to any Leasehold Mortgage.

#### **V. MECHANICS LIENS**

15. The Tenant will not permit any mechanics or other liens to be filed against the Landlord's interest in the Property as a result of any work performed or for obligations incurred by the Tenant.
16. The Tenant agrees to give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor, or services that such liens will not be valid and take whatever additional steps that are necessary in order to keep the Property free of all liens resulting from construction done by or for the Tenant.
17. The Tenant shall indemnify the Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

#### **VI. PERMITS AND APPROVALS**

18. The Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state, or local authority in connection with their use of the Property.
19. The Landlord will cooperate with the Tenant and provide the necessary documents to obtain such licenses, permits, and approvals.

#### **VII. LEASE TERM**

20. This Lease shall commence on \_\_\_\_\_ at \_\_\_\_\_ and shall continue until its natural termination on \_\_\_\_\_ at \_\_\_\_\_.
21. This Lease shall automatically renew for the same term length unless either Party provides written cancellation notice.
22. At the expiration of this Lease, the Tenant shall provide a forwarding address to the Landlord:

**Tenant forwarding address:**

#### **VIII. POSSESSION**

23. The Tenant shall be entitled to possession on the first day of the term and shall yield possession on the last day unless otherwise agreed in writing.

24. If Landlord is unable to deliver possession at the start of the Lease term (through no fault of Landlord), Landlord shall not be liable for damages, but Tenant will not be liable for Rent until possession is given.
25. At the expiration of this Lease, the Tenant shall remove their goods and effects and yield up the Property in as good condition as when delivered, ordinary wear and tear excepted.

#### **IX. SECURITY DEPOSIT**

26. Upon execution of this Lease, Tenant shall provide the following amount to Landlord as a security deposit:

**Security deposit amount:** \$

27. The security deposit shall not exceed one month's Rent, unless allowed by applicable law.
28. The security deposit shall be held at the following financial institution:

**Security deposit institution:**

29. Tenant agrees to be liable for damages except ordinary wear and tear.
30. Tenant shall not use any portion of the security deposit to cover Rent.
31. If Landlord sells or assigns this Lease, the security deposit shall transfer to the new owner and Landlord shall be released from liability for return of the deposit.
32. Landlord has \_\_\_\_\_ days after termination to return the deposit or send an itemized list of deductions.

#### **X. LEASE PAYMENTS**

33. Tenant shall pay to Landlord rent of:

**Monthly rent amount:** \$ \_\_\_\_\_ per month

34. Rent shall increase:

**Annual rent increase percent:** \_\_\_\_\_ % annually

35. Rent shall be payable in advance on the:

**Rent due day:** \_\_\_\_\_ of each month

36. Prorated rent (if required):

**Prorated rent amount:** \$

37. Returned/bounced check fee:

**Returned check fee amount:** \$

38. Late fee (if payment is not paid when due):

**Late fee amount:** \$

39. Landlord agrees to accept the following forms of payment:

**Accepted payment methods:**

40. Rent payment delivery method and address/contact:

**Rent payment address or contact:**

#### **XI. TAXES**

41. The Landlord shall pay all real estate taxes or assessments levied on the Property during the Term.

#### **XII. UTILITIES**

42. The Tenant shall pay the cost of all utility services during the Term, including gas, water, and electricity.

#### **XIII. RIGHT OF FIRST REFUSAL**

43. If Landlord receives a bona fide offer to purchase the Property during the Term, Landlord shall provide Tenant a copy of the proposed purchase agreement.

44. Tenant may purchase the Property by giving notice within:

**Right of first refusal notice days:** days

45. If Tenant does not elect within the offer notice period, Landlord may sell to the purchaser.

46. If the proposed agreement is not consummated, Tenant's right of first refusal remains in effect.

#### **XVI. DANGEROUS AND HAZARDOUS MATERIALS**

47. Tenant shall not keep hazardous materials on the Property unless Landlord's prior written consent is obtained and proof of insurance is provided.

#### **XVII. PROPERTY INSURANCE**

48. Landlord and Tenant shall each maintain appropriate insurance.

49. Tenant's insurance minimum amount:

**Tenant property insurance minimum: \$**

50. Landlord shall be named as an additional insured.
51. Tenant must provide evidence of coverage and maintain insurance on their own property.

## XVIII. LIABILITY INSURANCE<sup>1</sup>

52. Tenant shall maintain liability insurance minimum amount:

**Tenant liability insurance minimum: \$**

53. Tenant must provide evidence and advance termination notice.

## XIX. INDEMNITY REGARDING USE OF PROPERTY

54. Tenant agrees to indemnify Landlord to the extent allowed by law.

## XX. LANDLORD'S ACCESS TO PROPERTY

55. Subject to Tenant consent (not unreasonably withheld), Landlord may enter the Property for inspections and services.
56. In emergencies, Landlord may enter without prior consent as provided by law.
57. During the last three months of the Lease, Landlord may show the Property to prospective tenants.

## XXI. QUIET ENJOYMENT

58. If Tenant pays Rent and performs obligations, Tenant may quietly enjoy the Property during the Term.

## XXII. EARLY TERMINATION

59. Tenant may terminate early as permitted under this Lease and applicable law.
60. Early termination penalty:

**Early termination penalty amount: \$**

### XXIII. SURRENDER OF PROPERTY

61. Tenant shall return the Property in good condition, ordinary wear and tear excepted.
62. Tenant will remove their property within:

**Tenant removal days:** \_\_\_\_\_ days

63. Property left after that period is deemed abandoned.

#### **XXIV. DEFAULT**

- 64. Tenant is in default if Tenant fails to fulfill obligations.
- 65. Cure periods (if allowed by governing law):

**Financial cure days:** \_\_\_\_\_ days

**Non financial cure days:** \_\_\_\_\_ days

- 66. Tenant shall pay costs and damages resulting from default.
- 67. Rights are cumulative and in addition to the rights granted by law.

#### **XXV. NO PARTNERSHIP**

- 68. Nothing herein creates a partnership or joint venture.

#### **XXVI. SUBORDINATION**

- 69. Lease is subordinate to Landlord liens; Tenant may execute required subordination documents.

#### **XXVII. DESTRUCTION OR CONDEMNATION OF PROPERTY**

- 70. If the Property is partially destroyed, rent may abate; if destruction is substantial, Lease may terminate.

**Repair time limit days:** \_\_\_\_\_ days

**Repair cost threshold percent:** \_\_\_\_\_ %

- 71. Tenant shall notify Landlord timely of any damage.

#### **XXVIII. SUBLETTING AND ASSIGNMENTS**

- 72. Tenant may not assign or sublease without Landlord's written consent.

#### **XXIX. COUNTERPARTS**

- 73. Lease may be executed in counterparts.

#### **XXX. ENTIRE AGREEMENT**

- 74. This Agreement constitutes the entire agreement between the Parties, and there are no other representations, promises, or agreements, whether oral or written, relating to its subject matter.
- 75. This Agreement supersedes all prior oral or written agreements between the Parties.

#### **XXXI. HEIRS AND ASSIGNS**

- 76. Tenant may not transfer or assign this Lease except as permitted herein.

#### **XXXII. SEVERABILITY**

77. If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions will remain in full force and effect.
78. If a court determines that any provision of this Agreement is invalid or unenforceable, but could be made valid and enforceable by limiting it, that provision will be interpreted and enforced as so limited.

#### **XXXIII. AMENDMENT**

79. Agreement may be modified in writing signed by the obligated Party.

#### **XXXIV. GOVERNING LAW**

80. This Agreement shall be construed in accordance with the laws of the United States and the State of:

#### **XXXV. NOTICE**

81. Notices shall be delivered in person or by certified mail (or another method allowed by law) to:

**Landlord notice address:**

**Tenant notice address:**

#### **XXXVI. WAIVER OF CONTRACTUAL RIGHTS**

82. No waiver unless expressly stated.

#### **XXXVII. BINDING**

83. Provisions bind both Parties and successors.



## **EXECUTION**

**Landlord signature block**

**Landlord representative name:**

**Landlord entity name (if applicable):**

**Date:**

**Signature:**

**Tenant signature block**

**Tenant representative name:**

**Tenant entity name (if applicable):**

**Date:**

**Signature:**

## **EXHIBIT A**

**The Description of the Property**

**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.