

Cropland Lease Agreement Template

This purchase agreement entered into this day of (month) , (year) , between:

Operator(s):

Address:

Telephone:

Owner:

Address:

Telephone:

Owner:

Address:

Telephone:

THE PARTIES AGREE AS FOLLOWS:

1. **PROPERTY DESCRIPTION.** The Owner in consideration of the terms specified herein, leases to the Operator for agricultural purposes the following legally described property (“REAL ESTATE”):

The REAL ESTATE, known as _____, is located in _____ Township, _____ County, Wisconsin, containing _____ acres, more or less, and subject to all easements now existing or which the Owner may grant in the future. These Premises are further described on the map attached to and hereby incorporated into this Lease Agreement.

2. **TERM OF LEASE.** The term of this lease shall be for the period of ___ months beginning _____, and ending _____. Extension of this agreement beyond the end date shall occur with written agreement only.
3. **PURPOSES OF THE LEASE.** The Operator shall have the right to grow agricultural crops on Fields _____ as shown on the Map and described by the Field Descriptions subject to the following specifications:

Any tillage or cultivation necessary to prepare an adequate seedbed shall be done in a manner to minimize soil erosion.

All crop debris and stubble shall be left on the field following the harvest in accordance with normal agronomic practices specific to the crop. However, any straw from small grains may be baled and removed from the site.

The cropland must be used to produce an annual commodity grain crop (including but not limited to: corn, sunflower, canola, small grains, soybeans) or a perennial or annual forage crop. Any plant material remaining in the ground upon the expiration or termination of the Agreement shall become the property of _____. Perennial plants may be

planted, but the Operator forfeits ownership and control of the plant material upon expiration of the Agreement.

Pest and weed control will be the responsibility of the Operator. All pesticides must be applied in accordance with all rules and regulations governing the application of pesticides to agricultural land in the State of Wisconsin. Any spills shall be the responsibility of the Operator. No applied pesticides shall have a residual effect beyond the length of the contract. Any and all pesticide applications must be approved PRIOR to application by _____. The exact time, date, product, and rate for each pesticide application shall be recorded and sent to _____ within three days of the application.

Fertilizer applications shall be the responsibility of the Operator. Nitrogen shall be applied in accordance with recommendations for the specific crop. A soil test must be conducted by the Purchaser prior to the application of any other soil amendment.

The Owners make no guarantee as to the volume, condition, or quality of any agricultural product produced.

The use of any equipment or buildings which are the property of the Owners is not included in the terms of this Agreement.

In the event of soil displacement or erosion the Owners reserve the right to remove the areas from the lease agreement with the following procedure:

1. Inform the Operator of the problem to give the Operator 7 days to fix the problem.
2. After 7 days, if the problem has not been fixed to the satisfaction of the Owners the Owners reserve the right to fence off the area and re-seed if necessary at the expense of the Operator.

4. PAYMENT. Payment is to be made in one payment due by _____. Checks or money orders should be made out to _____ and sent to _____. The Operator agrees to pay \$_____/acre for _____ acres for a total of \$_____ for the lease of the Real Estate described in Paragraph 1 and Paragraph 3.

In the event the PAYMENT is not paid by the due date, interest shall be charged at the rate of 1%, beginning 30 days after the due date until paid.

5. OPERATOR DUTIES AND CONDITIONS. Operator agrees to:

Assume all liability for any damage or injury to persons or property, real or personal, resulting from the Operator's actions under this agreement, and will hold Owner harmless from the same.

Use the existing roadways and not construct or improve farm roads, access roads, or stacking and loading areas. Debris resulting from harvesting and transporting is to be disposed of by the Operator prior to termination of the Agreement. Operator shall repair damage to existing roads, fields, and fences to the approval of the Owners.

Comply with all local, state, and federal laws and regulations governing all activities related to the application of pesticides and commercial fertilizers, the cultivation of crops and the compliance thereof. Follow label directions in the handling and application of all chemicals used on the Real Estate, and follow all applicator's licensing requirements. Comply with local, state, and federal laws and regulations pertaining to potential groundwater contamination.

6. OPERATOR EXPENSES. All materials and services related to the growing, harvest, or transportation of the forage shall be supplied by the Operator. Agricultural products include, but are not limited to, fertilizer, seed, fuel, lime, pesticides, soil tests.

7. INSURANCE. Purchaser must maintain worker's compensation insurance coverage for the farming operations and any and all employees engaged in operations on the Owners' land during the period of this Agreement regardless of any exemptions from coverage under chapter 102, Wis. Stats.

The purchaser agrees to maintain liability insurance coverage for the farming operations under this Agreement in the amount of no less than \$750,000.00.

Prior to commencement of any work during the period of the Agreement the Operator shall provide proof of insurance coverage on an original Certificate of Insurance, counter-signed by an insurer licensed to do business in Wisconsin naming the Seller as a Certificate Holder.

8. RIGHT OF ENTRY AND INSPECTION. The Owners' may enter the Real Estate at any reasonable time for the purpose of consulting with the Operator, viewing the property, making repairs or improvements, or for other reasonable purposes that do not interfere with the Operator's ability to carry out regular farming operations.

9. TRANSFER OF INTEREST. The Operator agrees not to lease or sublet any part of the Real Estate nor assign this Agreement to any other person, nor sublease any or all of the property described herein without prior written permission of the Owners. This Agreement shall be binding upon the heirs, assignees, or successors in interest of the Operator. If the Owners should sell or otherwise transfer title to the Real Estate, the Owners will do so subject to the provisions of this Agreement.

10. NO PARTNERSHIP CREATED. This purchase agreement shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent.

11. INDEMNIFICATION. The Operator agrees to protect, indemnify and save harmless the Owners and the Owners' employees and agents from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of operations under this Agreement or in connection with any action or omission of the Operator, who shall defend the Owners and the Owners' employees and agents in any cause of action or suit.

12. INDEPENDENT CONTRACTOR. The Operator is an independent contractor for all purposes, including worker's compensation, and not an employee or agent of the Owners. The

Owners agree that the undersigned Operator shall have the sole control of the method, hours worked, time and manner of any normal operations necessary to grow an agricultural crop to be performed hereunder and takes no responsibility for supervision or direction of the performance of any of the operations to be performed by the undersigned Operator or of the Operator's employees except for the limited right of the Owners to cease operations for breach of this Agreement. The Owners further agree it will exercise no control over the selection and dismissal of the Operator's employees.

13. **CHANGES IN AGREEMENT TERMS.** The conduct, representation, or statement of either party, by act or omission, shall not be construed as a material alteration of this Agreement until such provision is reduced to writing and executed by both parties as an addendum to this Agreement.

It is further understood that both parties have read the terms and provisions of this Agreement and have agreed to abide by the terms and provisions herein.

14. **PARTICIPATION IN GOVERNMENT PROGRAMS.** The participation in any offered program of the United States Department of Agriculture or other federal, state, or county government agencies for crop production control, soil and water conservation, or other purposes shall be at the following option:

Participation or non-participation shall be at the option of the Owner.

The Operator agrees to preserve the cropland acreage bases allowed under the USDA program provisions and shall not combine this parcel with another farm unit for governmental program purposes without written permission from the Owner.

15. **SIGNATURES**

| | | |
|----------------------|--------------------|-------|
| _____ | _____ | _____ |
| Operator Name | Operator Signature | Date |
| _____ | _____ | _____ |
| Operator Name | Operator Signature | Date |
| _____ | _____ | _____ |
| Owner Representative | Owner Signature | Date |
| _____ | _____ | _____ |
| Owner Representative | Owner Signature | Date |