

## FARM LEASE AGREEMENT

This Agreement, executed in duplicate, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, month \_\_\_\_\_, year by and between \_\_\_\_\_, hereinafter called the Lessor, and \_\_\_\_\_ and \_\_\_\_\_, herein after called the Lessees.

WITNESSETH:

Lessor and Lessees, for and in consideration of the covenants and agreements hereinafter contained, do hereby enter into the following lease agreement:

1. Lessor shall lease to Lessees commencing on \_\_\_\_\_ month, \_\_\_\_\_ day, \_\_\_\_\_ year, a \_\_\_\_\_ acre tract of farm land owned by Lessor, located in Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_ located in \_\_\_\_\_ County, \_\_\_\_\_ State.
2. Lessees shall pay to the Lessor the sum of \_\_\_\_\_ per year for each year specified in this agreement. The first payment is due \_\_\_\_\_ month, \_\_\_\_\_ day, \_\_\_\_\_ year, and each subsequent payment is to be paid on or before the \_\_\_\_\_ day of \_\_\_\_\_ month of each successive year.
3. This lease shall be for a term of \_\_\_\_\_ years commencing on \_\_\_\_\_ month, \_\_\_\_\_ day, \_\_\_\_\_ year, and terminating on \_\_\_\_\_ month, \_\_\_\_\_ day, \_\_\_\_\_ year.
4. It is understood, and agreed, by Lessor and Lessees that Lessor, or his legal representative reserves the right to dispose of the property herein described, by sale or otherwise at any time during the specified term of this lease. In the event of such sale or disposition, Lessees shall have the right to retain possession of said premises until all crops planted by them during the calendar year in which such event occurs are harvested. In consideration of such demise, Lessees covenant and agree to provide all necessary tools, equipment, fuel, fertilizer, chemicals, herbicides, and labor necessary to operate and maintain the farm in a husband-like manner. Lessees further agree to maintain liability insurance which will name Lessor as an insured under the policy.
5. Lessees further covenant and agree:
  - a. To use the premises for agricultural purposes only.
  - b. To till all of the tillable land in a husband-like manner and to maintain and repair or replace existing irrigation wells and any related components contributing to the production of irrigation water.
  - c. To harvest and remove all crops in due season.
  - d. To keep all ditches cleaned of weeds and debris.

- e. To mow roadsides and fence rows.
- f. To destroy all noxious weeds and grasses and nuisances in compliance with State Law and to be responsible for the purchasing and spreading of up to \_\_\_\_\_ tons per acre of agricultural limestone, on the \_\_\_\_\_ of the property, \_\_\_\_\_ time(s), during the term of this lease. Lessees will pay \_\_\_\_\_ the cost and Lessor will pay \_\_\_\_\_ the cost of purchasing and spreading such product.

In the event of sale or other disposition of the property prior to the stated expiration of this agreement, Lessor or his legal representative will refund to Lessees, a pro-rated portion of their actual cost of purchasing and spreading such limestone based on the \_\_\_\_\_ year term of this lease agreement.

- g. To commit no waste or damage on said premises and to permit none to be done.
- h. To retain possession of the premises during the term hereof, and not to assign or sublet any portion without Lessor's written consent.
- i. That Lessor or his legal representative shall have the right to enter the demised premises at any time to view the same or show the same to prospective purchasers or tenants, or to make repairs or improvements and to permit or deny trespass and/or hunting privileges at the discretion of Lessor.
- j. After notice of termination is given by either party, the Lessor or his representative shall have the right to enter the demised premises and plow land on which no harvested crop is growing.
- k. That Lessees shall take possession of the leased premises and perform the services to be rendered hereunder as independent contractors subject to the usual hazards of operating a farm, and will assume all risk of accidents in pursuance of their farming operations or in performing repairs and maintenance to buildings, grain storage bins, irrigation units, wells and improvements.
- l. To surrender said premises at the expiration of the term of this lease or upon cancellation thereof as herein provided, without further demand or notice, in such condition as shall be in compliance with the provisions hereof.
- m. That Lessor shall have the landlord's lien provided by law as security for the rental herein specified, and if the Lessees shall fail to cultivate said premises as herein agreed, or shall fail to keep any of the other covenants in the lease contained, the Lessor or his representative may have the work done and shall be reimbursed therefore from the Lessee's share of the crops, or may at his election, terminate this lease.

6. The Lessor expressly covenants:

- a. That Lessees observing and performing the several covenants and stipulations herein contained shall peacefully hold and enjoy said premises during said term without interruption by Lessor, or any person rightfully claiming under him, except as herein provided.

7. Lessor and Lessees mutually agree that lease will expire \_\_\_\_\_ month, \_\_\_\_\_ day, \_\_\_\_\_ year, but will be renewed automatically for one year unless either party shall give \_\_\_\_\_ days written notice to the other not to renew this lease.

8. Failure to pay the rental of this farm at the time specified, will result in this contract being null and void.

9. This entire agreement shall be binding upon the parties, their heirs, executors, administrators and assigns.

LESSOR:

\_\_\_\_\_

LESSEES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_