LEASE AGREEMENT

This lease agreement is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (Landowner) and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Farmer) for the parcel of land located along

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Road, in the town of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_.

1. The total area leased is \_\_\_\_\_acres (as indicated on the attached map.)
2. The term of this lease shall be from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If the Farmer fulfills all the terms of this agreement, this Lease may be renewed for an additional \_\_\_\_\_\_\_\_\_-year period, or for such shorter term as the parties may agree. To exercise such option, Farmer shall give Landowner written notice no less than one year before the end date of this Lease.

1. If this acreage is not actively farmed for two consecutive years, this Lease will terminate. Farmer is permitted to take a one-year sabbatical, leaving the fields planted with cover crop, no more than one out of every seven years.
2. The Landowner shall have the right to terminate this lease with no less than \_\_\_\_\_\_ years notice in writing provided to Farmer.
3. The annual rental fee is $\_\_\_\_\_\_\_\_\_\_\_\_ which is due in full on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of each year. A \_\_\_\_% per month late payment fee may be assessed. Nothing herein shall preclude Landowner from accepting in-kind services in lieu of rent in whole or in part, as Landowner and Farmer may find mutually acceptable; any such agreement shall be made in writing.
4. Permitted uses: the Farmer may engage in all normal activities associated with production of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, including but not limited to: planting, cultivating and harvesting, application of manure and soil amendments, erection and maintenance of fencing, erection and maintenance of high tunnels or other non-permanent growing structures, erection and maintenance of a tool shed(s). Location of any (tool shed/barn/greenhouse/ect.) must be approved in writing by Landowner.
5. Farmer is permitted to keep (number/type of) animals on the property; Farmer is responsible for any damage animals may cause to the land or a neighbor’s property.
6. Farmer agrees to employ best management practices in keeping with (USDA National Organic Program standards/Natural Resource Conservation Service erosion and control guidelines/State of Vermont Required Agricultural Practices.)
7. The Farmer agrees to keep leased land neat and tidy including but not limited to mowing the field edges and disposing of trash in a timely manner. Farmer will also be responsible for arranging marketing/transportation/traffic patterns that will minimize disturbance to nearby residents.
8. Landowner will not unreasonably interfere with normal farm activities.
9. Farmer and Landowner agree to communicate promptly about any significant changes to activities on leased land or adjacent land.
10. Prohibited Uses: The Famer shall not, unless by mutual written agreement to the contrary, engage in any of the following activities on said parcel;
    1. erection of structures other than those permitted by this lease
    2. application of (sewage sludge, types of chemicals)
    3. production of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
    4. raising animals other than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
    5. non-farm activities, such as workshops or other events with more than \_\_\_\_\_\_ people, without permission of the landlord.
11. The Landowner agrees to pay all property taxes assessed on the land. The Farmer is responsible for any additional property taxes that may be assessed on the Farmer’s buildings and sheds.
12. The Farmer agrees to complete annual soil testing and apply fertilizer and lime as indicated at their own expense. The Farmer also agrees to leave the cultivated fields in a perennial cover crop upon termination of this Lease, or in the event the land will not be farmed for more than one consecutive year.
13. The Farmer agrees to maintain continuous liability insurance coverage in the amount of $1 million, and to provide the Landowner with evidence of such coverage on an annual basis. Farmer shall furnish written proof of insurance annually along with annual rent payment.
14. For agricultural use only, the Farmer shall have the right to use the (spring, pond, well, barn, shed, greenhouse, etc.) located on the parcel.
15. Farmer may make improvements upon the parcel at his/her expense, but only after obtaining written consent from of Landowner, which shall not be withheld unreasonably. Upon termination of this Lease, Farmer shall remove all non-permanent improvements such as fencing, greenhouses, irrigation systems, sheds, etc. Improvements that cannot reasonably be removed, such as a well for irrigation purposes, drainage ditches, etc. shall be left in place.
16. Farmer agrees not to assign or sublease her interest without written approval of the Landowner.
17. In the case of a conveyance of title to the parcel during the term of this Lease, the Lease shall transfer with the land.
18. Should either party allege default or breach by the other in complying with any term of this Lease, it shall provide written notice to the other party, who shall have sixty (60) days from receipt of such notice to either correct the default or breach, or to disagree with the alleged claim in writing to the other party.
19. In the event of a disagreement or claim arising out of this Lease, or breach thereof, the parties agree to seek prompt resolution by utilizing the services of a professional mediator. Should mediation not resolve any dispute, final resolution shall be achieved through binding arbitration utilizing the services of a single

arbitrator. The mediator/arbitrator shall be retained through Vermont Dispute Resolution Services (unless the parties within ten days of the written notice of disagreement agree to utilize an alternative mediator/arbitrator.) The cost of mediation/arbitration shall be shared equally between the parties. In the event of any arbitration decision, the prevailing party may be entitled to an award paying for reasonable attorney’s fees.

Dated

Landowner Farmer