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SAMPLE RENTAL LEASE

_____, Landlord, and
_____, tenant

For the period _____ to _____

I. Property Description

The landlord hereby leases to the tenant, to occupy and use for agricultural and related purposes the following described property:

Tax parcel: _____

Acres rented: _____

General Terms of the Lease

A. The provisions of this lease shall be in effect for ____ months, commencing on the ___ day of _____ and continuing in effect from year to year thereafter unless written termination is given by either party to the other at least 90 days prior to expiration of the lease or any year of continuance.

B. If either party wishes to propose changes to this lease agreement, the party proposing such change must give the other party at least 60 days written notice of such proposed change and request a meeting. Amendments and alterations to this lease must be in writing and signed by both the landlord and the tenant.

C. The tenant plans to make improvements including fences, gates, and cattle handling facilities and the landlord agrees with these plans. The tenant will provide to the landlord written documentation of the cost of these improvements which will be completed by the end of the first year of this lease period. To protect the investment of the tenant, both parties agree that these improvements have a five year life and that a maximum of _____ of investments will be made by the tenant. In the event that the landlord wishes to terminate this lease for any reason, other than the tenant's default of terms of this lease, before the end of the five year period, the landlord will pay the tenant at the rate of 20% of the per year for each year of remaining life of the improvements, if the tenant wishes to terminate the lease during the life of the improvements, the tenant will forfeit all investment interest in those improvements.

D. No partnership intended. It is particularly understood and agreed that this lease shall not be deemed to be nor intended to give rise to a partnership relationship.

E. No right to sublease. The landlord does not convey to the tenant the right to lease or sublease any part of the leased acreage or to assign the lease to any person or persons whomsoever.

Land Use

A. Land use. Land use shall be consistent with Cornell Cooperative Extension and NRCS recommendations and practices.

B. Restrictions. The land shall be used only for the production of horticulture crops / hay or pasture for grazing.

IV. Amount and Payment of Rent

A. Amount. The rent shall be \$_____ per acre per year due and payable in full on the first day of April of each year.

B. It is further agreed that the tenant will maintain a farming operation that is eligible for Agriculture Assessment, which can make the leased property eligible for an Agricultural Value Assessment under the Agricultural District Law. No later than February 1 of each year, the tenant will provide to the landlord the information needed by the landlord to apply for the Agricultural Assessment. In the event that the tenant changed his / her operation in a manner by which the leased property is no longer eligible for the Agricultural Value Assessment, the tent will pay additional rent by September 1 equal to the difference between the taxes levied by the town, county and school district and the taxes that would have been levied with an Agricultural Value Assessment.

v. Operation and Maintenance of the Property. In order to continue the most efficient operation of this farmland and to maintain it in a high state of productivity, the parties agree as follows:

A. The landlord agrees:

1. To pay all taxes when due.

B. The tenant agrees:

1. General Maintenance. To provide the unskilled labor necessary to maintain the farm and its improvements during his tenancy is as good condition as it was at the beginning. Normal wear and damages from causes beyond the tenant's control are accepted.

2. Insurance. Not to violate restrictions in the landlord's insurance policy. The tenant shall provide his own insurance policy for his equipment and livestock, and liability with a minimum limit of \$300,000.

3. Noxious Weeds. To use diligence to prevent noxious weeds from going to seed on the farm.

4. Addition of improvements. Not to erect any structure or building without permission of the landlord.

5. Conservation. Control soil erosion as completely as practicable; keep in good repair all terraces, open ditches, inlets and outlets of drains; preserve all established water courses or ditches including grasses waterways; and refrain from any operation or practices that will injure such structures. The tenant will also strive to use practices which will result in the quality of water leaving the property to be equal quality that that entering the property.

6. Damages. When he/she leaves the farm, to pay the landlord reasonable compensation for any damages for the farm for which the tenant is responsible. Any decrease in value due to ordinary wear and depreciation or damages outside the control of the tenant are excepted.

7. Costs of operation. To pay all costs of operation.

VI. Resolution of Differences

Any differences between the landlord and the tenant as to their rights and obligations under this lease that are not settled by mutual agreement shall be submitted to one disinterested person agreeable to both parties. The arbitrator's decision shall be final.

Landlord: _____ Date: _____

(Signed)

Tenant: _____ Date: _____

(Signed)