**Land Use Agreement**

This Land Lease Agreement is made between **NAME HERE** (Landlord) and the **NAME HERE** (tenant) on this date DATE HERE for the lease of the following described Property:

**Property Location:**

ADDRESS HERE

**Legal Description:**

*See map on page 3* – red shaded area indicates location of planned gardening / farming area. Area consists approximately of 1 acres situated in COUNTY HERE County, STATE HERE.

1. The Tenant shall have the right to use the Property for the following agricultural purposes: Greenhouses, gardens, raised beds, hoop tunnels, chickens, rabbits, bees, pigs, or goats. Proper fencing will keep wildlife out of garden area and animals confined.

2. The Lease term shall be year-to-year lease beginning on January 1, 2015. This lease shall continue in effect from year to year thereafter unless written notice of termination is given by either party to the other at least 60 days prior to expiration of this lease or the end of any year of continuation.

3. The Lease rent shall be Cash rent: The Tenant agrees to pay the Landlord $XXXX every year as rent. The rent shall be payable upon the beginning and every subsequent anniversary of this Lease.

4. The Tenant agrees to practice sustainable crop management methods as prescribed by the FSA Farm Service Agency.

5. The Tenant may make improvements to the buildings, fences, water systems and other items on the Property, provided that consent has been given by the Landlord. If such consent is given, all such improvements shall be made at the expense of the Tenant and shall become the property of the Landlord.

6. The Landlord shall have the right to enter the Property to inspect the Property, provided that he/she does not impair the Tenant's agricultural activities on the Property.

7. The Tenant may not sublet this Property or assign this Lease to any other persons without the written consent of the Landlord.

8. It is agreed that this farm lease agreement shall not create a partnership relationship between the Landlord and Tenant.

9. Removable improvements. Let the tenant make minor improvements of a temporary of removable nature, which do not mar the condition or appearance of the farm, at the tenant’s expense. The landlord further agrees to let the tenant remove such improvements even though they are legally fixtures at any time this lease is in effect or within 60 days thereafter, provided the tenant leaves in good condition that part of the farm from which such improvements are removed. The tenant shall have no right to compensation for improvements that are not removed except as mutually agreed.

10. Neither party hereto shall pledge the credit of the other party hereto for any

purpose whatsoever without the consent of the other party. Neither party shall be responsible for debts or liabilities incurred, or for damages caused by the other party.

11. The tenant shall conduct all operations on the property in a manner consistent

with all applicable local, state, and federal environmental codes, regulations, and statutes and shall bear sole responsibility for any violations thereof. The tenant shall be solely responsible for securing any permits or approvals necessary for his or her activities on the property. In the event of any legally prohibited release of materials to the environment, the tenant will indemnify the landlord for any costs of environmental cleanup and restoration as well as any penalties, fines, judgments or other amounts incurred by landlord as a result of such release.

12. Any differences between the parties as to their several rights or obligations under this lease that are not settled by mutual agreement after thorough discussion, shall be submitted for arbitration to a committee of three disinterested persons, one selected by each party hereto and the third by the two thus selected. The committee’s decision shall be accepted by both parties.

13. Transfer of property. If the landlord should sell or otherwise transfer title to the property, such action will be done subject to the provisions of this lease. The provisions of this lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant in like manner as upon the original parties, except as provided by mutual written agreement.

(MAP / GRAPHIC HERE)

**Signatures:**

**Landlord Name: NAME HERE**

Landlord Address: ADDRESS HERE

Landlord Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_

**Tenant Name: NAME HERE**

Tenant Address: ADDRESS HERE

Tenant Signature:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_

On this DAY day of MONTH A.D. YEAR , before me, the undersigned, a Notary Public in said State, personally appeared **NAME HERE** and **NAME HERE** to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public