

Organic Vegetable Crops Farm Lease

Generated by an LSP member/farmer/landowner when she was renting to vegetable farmers in 2017

This land lease, made the ____ day of ____ between _____ (hereafter known as the landowners) and the farmers listed below (hereafter known as the farmers):

Farm Name: _____

Farmer Name: _____

Farmer Name: _____

Mailing Address: _____

Phone: _____ Email: _____

Phone: _____ Email: _____

The land to be rented is part of _____ located in _____. The rented land totals _____ acres which includes the planted acres and the space that the farmers occupy with stored equipment _____ to _____. In addition, there will be a monthly charge for pallets of fertilizer (\$____/month) and tractors (\$____/month) that are stored in the hoop building. 50% of the rental payment is due on the signing of this contract. The second 50% of rent and any costs that have been invoiced to the farmers per this agreement are due on _____.

A. The farmers agree to:

- 1) Practice organic farming methods unless they receive permission in writing from the landowners to use other farming methods. Organic farming methods include but are not limited to minimized rototilling of the soil, crop rotations, mowing or clearing invasive weeds from rented land such as thistles, yellow mustard, and planting cover crops by October 15th as noted below.
- 2) Maintain good communication with landowners and respond to all phone calls/emails promptly.
- 3) Meet and discuss in person with landowners and other farmers if there is an issue/problem that needs resolution.
- 4) Provide their own fencing, solar electric fence charger, hoses, tools (unless the farmer needs one in an urgently in which case the farmer is to be sure that it is returned in good condition where it was found) and seed, transplants and fertility, including the delivery of all fertilizer and supplies etc.
- 5) Maintain/repair their own fencing for keeping predators away from crops.
- 6) Maintain a safe and clean worksite. Farmers are to purchase their own lockable garbage cans by _____ to use at their site. They are to use these garbage cans for all trash and supplies that might blow around. They are to empty these cans when full by taking all of their garbage away with them off the farm. Failure to put garbage in cans and/or emptying full cans will result in a \$____/day charge for each day it remains undone.
- 7) Clean up the rented land at the end of the season by _____ (a date agreed upon by all the parties). End of season clean-up includes removal of all plastic materials, wooden stakes, trellises, tools and supplies, irrigation hose etc. from the fields and storage of such equipment in a shelter on the farm or removal from the farm. Failure to do this will result in a \$____/day charge for each day it remains undone.
- 8) Buy seed and plant cover crops (winter rye) as the fields are done being harvested through the course of the fall and on all other rented fields by October 15th, _____ to protect the rented land for the winter.

Failure to do this will result in having to pay to have this done unless discussed with and approved by the owners.

- 9) Construct temporary shelters only after the structure and location has been approved by the landowners.
- 10) Maintain water lines from the hoop building and red barn hydrants at their cost.
- 11) Keep the water meter on the irrigation water lines that they are using at all times and report monthly by email to landowners the water usage for that month.
- 12) Pay for water used at the rate of _____/_____ (to be filled in once the data is found) which is the cost of the electricity to pump the from landowners well.
- 13) Ensure that water is turned off at the hydrant after irrigating is completed.
- 14) Check and record the gas, oil, and water levels on each of the pieces of equipment listed in #15 before **each** use including the grease on the rotovator. Cost of repairs to fix damage done to equipment due to failure to do fluid level checks will be charged to the farmer who failed to do these checks.
- 15) Record in pen the number of hours that they use the following equipment and fluid level checks on the log provided in the hoop building on the day that they use the equipment:
 - walk-behind mower;
 - tractor and rotovator;
 - tractor and mower
- 16) Pay for the use of the following equipment according to the following rates:
 - walk-behind mower - \$_____/hour
 - tractor and rotovator - \$_____/hour
 - tractor and mower – \$_____/hour
- 17) Discuss with landowners before undoing pasture fencing to ensure that it is properly disconnected and removed so that it does not get run over by tractors or mowers. If the fence is run over and damaged, the farmer will be responsible for repair and replacement of that fence to its original state.
- 18) Discuss with landowners where rock piles should be established and how they should be marked. Not just throw rocks into the grass as they often result in damage to the mower when they are run over.
- 19) Allow the landowners to enter the leased land as needed with or without prior notice or consent.
- 20) Use only the outhouse provided for toileting needs when solids are involved. (Solids are likely to attract unwelcome coyotes and dogs)
- 21) Drive no more than 10 mph on the driveway around the farmyard. (Sometimes the dogs jump out in front of the cars)
- 22) Provide landowners by _____ a certificate of liability insurance, which lists landowners as an additional insured, and that will cover farmers for injuries that third parties might have when visiting their rented land and/or might have from eating their produce. Failure to do this will result in a \$_____/day fine for each day it remains undone, unless farmers email the landowners and they agree upon a later date in writing.
- 23) Release landowners and _____ Farm and hold them both harmless for any claims that may arise out of the use of the landowners' land and landowners' equipment, including but not limited to farmers' personal injury, farmers' guests' personal injury, damage and loss to famers' equipment and/or farmers' crops or farmers' injury from use of of landowners' equipment or truck.
- 24) Assume the inherent risks of farming and hold landowners harmless for damages due to animal predation, drought, wind, extreme weather, well failure or capacity, electricity failure, market fluctuations and other reasonable risks associated with a farming operation.
- 25) Keep all open barrels and buckets that might collect water (mosquito breeding grounds) tipped over so water does not collect.
- 26) Not walk around, hunt or forage outside their rented land.
- 27) Not consume illegal substances on the rented land or elsewhere on _____ Farm.
- 28) Not sublease rented land to another person.
- 29) Ask landowners before bringing guests other than family members onto the farm to work or visit.

- 30) Assume responsibility for the safety and appropriate behavior of all guests of the farmers. Such guests are welcome to be visiting the farmers' fields and are to use the outhouse when solids are involved. Guests are not allowed on other parts of _____ Farm.
- 31) Leave vehicles parked on the farm for the winter only after it has been approved by the landowners.

B. The landowners agree to:

- 1) Provide acreage listed above to the farmers.
- 2) Maintain good communication with farmers and respond to all phone calls/emails within 48 hours.
- 3) Meet and discuss in person with farmers and other farmers if there is an issue/problem that needs resolution
- 4) Give access to roadways to the farmers' fields.
- 5) Maintain walk-behind mower, tractor, mower, and rotovator in working order.
- 6) Provide access to water at the hydrants in the hoop building and the red barn. Due to the unpredictable use of water going forward this is not a guarantee of water. If farmers' production will be dependent on water at all times, farmers are advised to have a back-up water source in the event that there is a period when there is no water/limited capacity due to the well pump being serviced or replaced.
- 7) Provide water meters with which to measure the water used for irrigation.
- 8) Provide access to electricity in the hoop building and the red barn. Due to the unpredictable weather, this is not a guarantee of electricity. If farmers' production will be dependent on electricity at certain times, farmers are advised to have a back-up electrical source in the event that there is a period when there is not electricity during the time that it is being restored.
- 9) Provide electricity meter with which to measure the usage of electricity for the walk-in cooler.
- 10) Provide an itemized invoice to the farmers for all expenses incurred in the course of the season (water usage, electricity usage, tractor and equipment usage) on October 15th , _____.
- 11) Not disturb any of the farmers planting or structures.

C. Additional terms:

If after the landowners and farmers meet and agree at the end of the growing season in _____, the farmers may hold the lease on this plot of land for another year.

Landowners reserve the right to terminate this lease if any of the provisions of this contract are not met. However, the farmers will still be responsible for the rent and any charges that they have incurred.

If the farmers choose to terminate this lease mid-year, they will be expected to leave their rented land cleaned up of all trash, supplies and equipment as the provisions describe above. Also, the crops are to be worked into the soil and the fields are to be seeded back down to winter rye. If the farmers fail to do this they will be responsible to pay landowners for the cost of having this done.

Upon completion, each party will be given a signed copy of this contract.

Signatures and Dates Signed:

Landowners

Farmers