**Farm Lease**

This lease agreement is made this \_\_\_\_day of \_\_\_\_\_, 20\_\_, between

Operator(s):

Owner(s):

THE PARTIES AGREE AS FOLLOWS:

1. DESCRIPTION OF FARM.

The Owner in consideration of the terms specified herein, leases to the Operator for agricultural purposes the following legally described property (“REAL ESTATE”):
The Real Estate is located at xxx, in city, state, containing \_\_\_ acres, more or less, and subject to all easements now existing or which the Owner may grant in the future.

2. TERM OF LEASE. The term of this lease shall be for the period of \_\_\_years beginning
\_\_\_\_\_, 20\_\_ , and ending \_\_\_\_, 20\_\_ and continuing thereafter from year to year, unless either party gives written notice to the other as specified by Minnesota law, such to be given on or before September 1 of the final lease year to become effective the following March 1.

3. PURPOSES OF THE LEASE. The Operator shall have the right to use the property for the
production of crops subject to the following limitations:

There are \_\_\_ contract acres available according to county FSA records. The Owner will retain the field located \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The housing, buildings and storage structures located on the Real Estate may NOT be used by the Operator and are NOT included in this lease.

Hunting rights will be retained by Owner.

4. CASH RENT

Operator agrees to pay the Owner cash rent for the use of the Real Estate as follows:

Total annual rent $xxxxx The cash rent shall be due and payable as follows: $\_\_\_\_/ Month by the 15th day of the Month.

5. OPERATOR DUTIES AND CONDITIONS.

Operator agrees to:
a. Prepare the land and plant such crops as agreed on in a timely fashion, as weather conditions permit.
b. Manage carefully all growing crops and to harvest all crops in a timely fashion as weather permits.
c. Farm the land in an efficient and husband-like manner.
d. Do what is reasonably necessary to control soil erosion including, maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstaining from any practice which will cause damage to the Real Estate.
e. Use reasonable efforts to control weeds in fields, fence rows, road ditches, building lots, and all other areas of the farm.
f. Protect all desirable vegetation, such as grass field borders, grassed waterways, wildlife cover, shrubs and trees.
g. Follow a mutually acceptable tillage program for each of the crops planted. Such plan shall meet soil conservation and surface residue requirements as prescribed by the SWCD/NRCS conservation plan.
h. Comply with all local, state, and federal laws and regulations governing all activities related to the application of pesticides and commercial fertilizers, the cultivation of crops and the compliance thereof. Follow label directions in the handling and application of all chemicals used on the Real Estate, and follow all applicator’s licensing requirements. Comply with local, state, and federal laws and regulations pertaining to groundwater contamination, manure disposal, and hazardous waste storage or disposal.
i. Not allow any public use of the land without written consent of the Owner.

6. EXPENSES
a. All materials and services related to the production of agricultural products shall be acquired and paid for by the Operator.
b. No expense shall be incurred for or on account of the Owner without first obtaining written permission from the Owner.

7. REAL ESTATE AND PERSONAL PROPERTY TAXES.

The Owner agrees to pay all taxes, assessments, or other public charges levied or assessed by lawful authority against the Real Estate.
The Operator agrees to pay all personal property taxes, assessments, or other public charges levied or assessed by lawful authority against the Operator’s personal property on the premises, during the term of the lease.

8. INSURANCE.

Both the Operator and Owner will keep their respective property interests reasonably
insured against hazards and casualties. In the event of any damage to crops, buildings, or improvements by any natural or man-made disaster, the Operator shall inform the Owner with 48 hours. Both Owner and Operator hereby release the other from claims for recovery for any loss or damage to any property owned by either party which is insured under valid and collective insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that waiver shall apply only when permitted by the applicable policy of insurance.

9. TRANSFER OF INTEREST.

The Operator agrees not to lease or sublet any part of the Real Estate nor assign this lease to any other person, nor sublease any or all of the property described herein without prior written permission of the Owner.

10. INDEMNIFICATION.

The Operator shall take possession of the premises subject to the usual hazards of operating a farm and assume all of the risks of accidents to the Operator and the Operator’s
family or agents, in pursuance of the farming operation, and in performing repairs or improvements or other actions pursuant to this lease. The Operator agrees to indemnify, defend, and hold harmless the Owner against any liability and/or pay for any and all damages, losses, or expenses incurred by the Owner in connection with leased premises, beyond that covered by insurance due to Operator’s negligence or failure to perform the terms of this lease.

The Owner agrees to indemnify, defend, and hold harmless the Operator against any liability and/or pay for any and all damages, losses, or expenses incurred by the Operator in connection with the leased premises, beyond that covered by insurance, due to Owner’s negligence or failure to perform the terms of this lease.

The Owner shall assume liability and shall indemnify and hold the Operator harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Operator or which arises after the date of execution but which is not a result of actions of the Operator.

It is further understood that both parties have read the terms and provisions of this lease agreement and have agreed to abide by the terms and provisions herein.

11. SIGNATURES.

OWNER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(signature here)
Printed name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SS# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_

OPERATOR:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
(signature here)
Printed name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SS# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_