

LAND LEASE AGREEMENT

This Land Lease Agreement ("Lease") is made on [date] between:

Landowner: [full legal name or company name], of [mailing address] ("Landowner"), and

Tenant: [full legal name or company name], of [mailing address] ("Tenant").

1. The Land

Landowner leases to Tenant the land located at [address or location description], in [county], [state], parcel / tax ID number [number], containing approximately [number] acres (of which approximately [number] acres are tillable, if farmland), as shown on the map or legal description in **Exhibit A** (the "Land").

Included with the Land: [e.g. existing fences, gates, well, access road, or "nothing else"]. Excluded or reserved by Landowner: [e.g. the house and yard, hunting rights, timber, mineral rights, or "none"].

2. Permitted Use

Tenant may use the Land only for the following purpose:

- ☐ **Agricultural:** [e.g. growing row crops / hay / grazing up to (number) head of cattle].
- ☐ **Commercial:** [e.g. parking and storing company vehicles and landscaping materials; operating a food truck; placing a modular office].
- ☐ **Other:** [describe].

Tenant will not use the Land for any other purpose without Landowner's written consent. Tenant is responsible for getting and following any permits, licenses or approvals needed for Tenant's use.

3. Term

This Lease begins on [start date] and ends on [end date] (the "Term").

☐ Tenant may renew this Lease for [number] additional periods of [number] years each, by giving Landowner written notice at least [number] days before the Term (or the current renewal period) ends. Rent during a renewal period will be [the rent then in effect, increased as described in Section 4 / as agreed in writing].

☐ This is a farm tenancy. The parties will follow any state law on notice to end or renew farm tenancies, including any required deadline and delivery method, even if it differs from this Lease.

4. Rent

Tenant will pay rent as follows (tick one):

- ☐ **Flat rent:** [\$ amount] per ☐ month ☐ year, due on [date or day of each month].
- ☐ **Rent per acre:** [\$ amount] per acre per year for [number] acres, total [\$ amount], paid ☐ in full on [date] ☐ half on [date] and half on [date].
- ☐ **Crop share:** Landowner receives [percentage] of the crop harvested, and the parties share input costs as follows: [describe].
- ☐ Rent increases by [percentage or \$ amount] on each anniversary of the start date.

Rent is paid by [payment method] to [payee]. If rent is more than [number] days late, Tenant pays a late fee of [\$ amount], if permitted by law.

5. Security Deposit

Tenant will pay a security deposit of [\$ amount] on signing. Landowner will return it within [number] days after this Lease ends, minus unpaid rent and the reasonable cost of repairing damage or restoring the Land as this Lease requires, with an itemized list of deductions.

6. Taxes, Utilities and Assessments

Property taxes on the Land are paid by ☐ Landowner ☐ Tenant ☐ Landowner, and Tenant reimburses [percentage or \$ amount].

Taxes on Tenant's improvements and personal property are paid by Tenant.

Tenant arranges and pays for any utilities Tenant needs. Tenant may bring utilities onto the Land only with Landowner's written approval of their location.

7. Improvements

Tenant may build or install the following improvements: [describe, e.g. gravel parking area, fencing, a storage building, irrigation]. Any other improvement, or any grading, filling, paving or clearing of trees, needs Landowner's prior written approval of the plans.

Tenant pays for all improvements Tenant makes and keeps the Land free of contractor liens.

When this Lease ends, the improvements (tick one):

- ☐ must be removed by Tenant, and the Land restored to substantially its original condition, within [number] days.
- ☐ stay on the Land and become Landowner's property, without payment.
- ☐ are handled as follows: [describe, e.g. Landowner may buy them at fair market value].

8. Care of the Land and Environmental Terms

Tenant will keep the Land clean and in good condition, control weeds and trash, and not commit waste. For agricultural use, Tenant will follow reasonable farming and conservation practices, including [describe, e.g. following the conservation plan, maintaining waterways, rotating crops].

Tenant will not dispose of, release or store hazardous substances, fuel or chemicals on the Land, except in amounts normally used for the permitted use and in compliance with law. Tenant will not fill or drain any wetland or waterway without all required permits and Landowner's written consent. Tenant is responsible for cleaning up any contamination Tenant or its workers cause.

9. Insurance and Responsibility

Tenant will carry general liability insurance of at least [\$ amount] per occurrence, naming Landowner as an additional insured, and give Landowner a certificate of insurance before using the Land.

Each party is responsible for claims caused by its own negligence or that of its employees and contractors. Tenant is responsible for claims arising from Tenant's use of the Land, except to the extent caused by Landowner's negligence.

10. Landowner's Access

Landowner may enter the Land at reasonable times after [number] hours' notice to inspect it, show it to buyers or lenders, or use any rights reserved in Section 1, and at any time in an emergency. Landowner will not unreasonably interfere with Tenant's permitted use.

11. Assignment and Subletting

Tenant may not assign this Lease or sublet any part of the Land without Landowner's written consent, which Landowner will not unreasonably withhold.

12. Sale or Financing of the Land

If Landowner sells the Land, the buyer takes it subject to this Lease. Tenant will, on request, sign a short statement confirming the Lease terms and whether any default exists. ☐ The parties may record a short memorandum of this Lease with the county, at [Landowner's / Tenant's] expense.

13. Default

If either party breaks this Lease, the other party will give written notice describing the problem. The party in default has [number] days to fix a failure to pay money, and [number] days to fix any other problem (or longer if the problem can't reasonably be fixed in that time and the party is working on it diligently). If the problem isn't fixed, the other party may end this Lease and use any remedy allowed by law. Landowner may remove Tenant only through the legal process required by state law.

14. End of the Lease

At the end of this Lease, Tenant will remove its equipment, materials, animals and personal property, handle improvements as Section 7 requires, and leave the Land clean. For farmland, Tenant may ☐ harvest any crop planted before the end date ☐ not plant a crop that can't be harvested before the end date.

If Tenant stays on the Land after the Lease ends with Landowner's consent, the tenancy continues ☐ month to month ☐ year to year on the same terms, subject to state law.

15. Notices

Notices must be in writing and delivered by hand, by certified mail, or by email with confirmation, to the addresses below, unless state law requires a specific method for a particular notice.

- Landowner: [address, email]
- Tenant: [address, email]

16. General Terms

Entire agreement. This Lease and its exhibits are the entire agreement between the parties about the Land.

Amendments. Any change must be in writing and signed by both parties.

Governing law. This Lease is governed by the laws of the state where the Land is located.

Severability. If any part of this Lease is found invalid, the rest stays in effect.

Counterparts and electronic signatures. The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one. Any memorandum of lease to be recorded will be signed in the form the county recorder requires.

Exhibit A: Map or legal description of the Land. [Attach.]

Signatures

Landowner

Signature: _____

Name: [full name]

Date: [date]

Tenant

Signature: _____

Name: [full name]

Date: [date]