

## SAMPLE MULTI-YEAR LEASE AGREEMENT

**This Lease Agreement** is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2009, by and  
blt

ural enterprise.

### I. Prologue and Statement of Purpose

Whereas both parties share a mutual interest in the long-term health and productivity of the agricultural lands and related features described below; and whereas the Lessor wishes to offer a secure and affordable farming opportunity to the Lessee; and whereas the Lessor wishes the property to be maintained according to high standards of stewardship, the parties agree as follows:

### II. Description of Leased Premises

a) The Premises shall consist of cropland and other land, roads and structures as more particularly described in Attachment A.

b) *If applicable:* So that the Lessee can reside in close proximity to the land and provide for its care and supervision, Lessor and Lessee shall also be parties to a separate residential lease agreement for a term beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ for the farmhouse property located at \_\_\_\_\_ (the "Residential Lease"). If the parties agree to an extension of the term of this Lease, either via an amendment to this Lease or the execution of a new lease between the parties, Lessor shall also offer Lessee an extension of the Residential Lease for a similar term, with the rental amount and other terms of such extension to be mutually agreeable to both parties.

### III. Lease Term

a) The term of this Lease shall be for a period commencing \_\_\_\_\_ and ending \_\_\_\_\_.

b) No later than three months prior to the termination of this Le%

se term,

subject to adjustment as provided in paragraph (b), below. Beginning on January 15, \_\_\_\_\_, and continuing on each subsequent January 15 of the Lease term, the Lessee shall pay the Lessor a Lease fee equal to the prior year's Lease fee (without

taking into account the adjustment in paragraph (b), below), increased by the

addition, Lessee shall provide Lessor with a copy of Lessee's annual crop plan for informational purposes only.

c) Lessee agrees to abide by stewardship standards and practices as specified in Attachment B.

d) Lessor and Lessee shall conduct joint inspections of the Premises on an annual basis at minimum. In the interests of fostering frequent communication and a positive working relationship between the parties, Lessor may, at any time and from time to time, designate one or more individuals to act as Lessor's representative to the Lessee on all issues related to this Lease, including, without limitation, property management, stewardship standards and planning issues.

e) The Lessee shall not, unless by mutual agreement and prior approval to the contrary, engage in any of the following activities on the Premises: cutting trees; erection of permanent fencing or structures; storing vehicles or farm equipment not essential to the farm operation; retail operations, except as provided herein; public events.

f) Lessor reserves the right to approve plans as to design, location and materials of approved activities and structures.

g) Lessee agrees to abi



by terms of any conservati

XII. Severability

If any part of this Lease is invalid or unenforceable, the balance of this Lease shall remain effective, absent such provision.

XIII. Amendments

No change in this Lease shall be effective unless it is in writing and signed by both parties.

XIV. Joint and Several Liability

All persons comprising the Lessee shall be jointly and severally liable for the Lessee's obligations hereunder.

IN WITNESS THEREOF, the parties have executed this Lease to be effective as of the date first set forth above.

LESSOR:

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

LESSEE:

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

Attachments

Attachment A. Description of Leased Premises

Attachment B. Lease fee schedule

Attachment C Stewardship Standards

Attachment D. NRCS Farm Conservation Plan or equivalent

Attachment E. New Improvements

## **Attachment A. Description of Leased Premises**

See Attached Base Map

[Video base line to be provided by Lessor detailing field edges, potential farm stand location, condition of existing walls and fences]

## **Attachment B. Lease fee schedule**

*Insert detailed spreadsheet*

## **Attachment C. Stewardship Standards**

### **[FOR DISCUSSION PURPOSES]**

The purpose of these stewardship standards is to embody Lessor's and Lessee's mutual commitment to protecting and enhancing the natural resources of the Premises. Both parties prioritize the long-term health and sustainability of the natural resources of the site.

1. Lessee will prepare within 9 months of the Commencement Date, and comply with a conservation plan prepared by a qualified consultant or agency (Attachment D to this Lease). The plan may use a Holistic Management framework. Such plan will address, at minimum, the following:
  - a. Agricultural soils management and enhancement
  - b. Non-productive land, including field edges, wetland, scrub and shrub areas, land under and around structures, access roads
  - c. Weed and pest management
  - d. Water resources including irrigation water management, drainage management and improvement
  - e. Wildlife habitat
  - f. Cultural resources, including stone walls, historic and archeological features
  - g. Crop placement and rotation
  
2. Comply with all current and future woodlot management plans. Lessee may be granted permission, in consultation with Lessor and Lessor's forester, to harvest firewood for use by Lessee in Le



