

Connecting  
Communities,  
Farmers & Food

# Lease

This Lease, entered into the \_\_\_\_\_ between \_\_\_\_\_  
of \_\_\_\_\_ hereafter called "Lessor", and  
\_\_\_\_\_ of \_\_\_\_\_  
hereafter called "Lessee".

Whereas, the Lessor and Lessee wish to enter into an agreement for the agricultural use of approximately \_\_\_\_\_ acres of Lessor's land by Lessee;

Now, therefore, in consideration of the mutual covenants contained herein, and other good and valuable consideration, it is agreed as follows:

## SECTION I: *Description of Premises*

Lessor leases to Lessee, to use for agricultural purposes and for no other purposes, the following real estate located in the County of Columbia, State of New York, described as follows: certain fields of the farm located at \_\_\_\_\_, tax map number \_\_\_\_\_, consisting of approximately \_\_\_\_\_ acres, hereafter referred to as the "Land".

## SECTION II: *Rental Provisions*

In lieu of payment of an annual cash rent for use of the Land, Lessee agrees, pursuant to the terms of this lease, to conserve the resources of the Land and to improve its state of cultivation by annually fertilizing, plowing, seeding, cultivation and harvesting the Land in a manner agreed upon by Lessor and Lessee which will improve the Land during the terms of this lease.

## SECTION III: *Lease Term*

The term of this lease shall be from \_\_\_\_\_ to \_\_\_\_\_ unless written notice to terminate is given by either party to the other, at least three months prior to the beginning of the succeeding lease year.

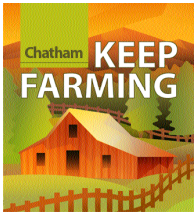
## SECTION IV: *Lessor's Expenses*

Lessor agrees to furnish the Land, and to pay the taxes on the Land, improvements and personal property owned by the Lessor.

## SECTION V: *Lessee's Expenses*

Lessee agrees to pay the items of expense, listed below:

- All the machinery, equipment, and labor necessary to farm the land properly, including all expenses related thereto, including but not limited to gas, oil, repairs and maintenance, fees, payroll taxes and disability insurance.
- Any and all hauling to and from the Land, including but not limited to crops, fertilizer, inoculation and disease treatment materials, seed, and machinery and equipment.
- All seed, inoculation and disease treatment materials, and fertilizers.
- The expenses of insurance coverage set forth in Section VII.



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## SECTION VI: *Lessee's Duties in Using the Land*

In addition to the agreements covered by the foregoing sections of this Lease, Lessee further agrees as follows:

- To faithfully cultivate the farm in a timely, thorough and farmerlike manner.
- To take proper care of, and to prevent injury to, all trees, vines and shrubs.
- To avoid spreading manure upwind of farm residences.
- To keep open ditches, tile drains, tile outlets, grass waterways and terraces in good repair.
- To prevent all unnecessary waste, or loss, or damage to the property of Lessor.
- To refrain from engaging in any activity prohibited by law.
- To inoculate all alfalfa and soybean seed sown on land not known to be properly inoculated for the crop planted.
- To follow the standard disease treatments of all seeds.
- To keep the farmstead neat and orderly.
- To farm no additional land unless it be with the written approval of the Lessor.
- Not to assign this Lease or sublet any part of the Land without the written consent of Lessor.
- Not to cut live trees or use dead or down timber for any purpose, except by permission of Lessor.
- Not to burn cornstalks, straw or other crop residues grown on the Land, except by permission of Lessor, but to leave and spread all such material upon the Land, and in no case to remove from the Land any such material without the consent of Lessor.
- Not to pasture animals on the Land except by written permission of Lessor.
- Not to break up established water courses or ditches, or undertake any other operation that will lead to soil erosion or injure the leased premises.
- Not to plow pasture or meadowland without consent of Lessor.
- Not to house automobiles, motor trucks, tractors or farm equipment in the barns without written permission of Lessor, or to leave such vehicles and equipment on the Land unless they are engaged in agricultural operations.

## SECTION VII: *Insurance*

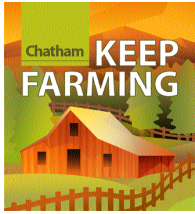
Lessee agrees to maintain and keep in force all employees' compensation insurance required under the laws of the State of New York, and such other insurance as may be necessary to protect Lessor against any other liability to person or property arising under this Lease by operation of law, whether such law be now in force or adopted subsequent to the execution of this Lease.

Lessee will have and maintain at his expense during the term of this Lease public liability and property damage insurance, with limits of at least One Million Dollars (\$1,000,000) combined single limit liability, covering the activities of Lessee on the Land for the terms of this Lease, such insurance to be in standard New York form written by an insurance company regularly doing business in New York. Lessee agrees to name the Lessor as additional insured on the policy obtained pursuant to this paragraph. Lessee agrees to provide Lessor with certificates of insurance as to the coverage required in this paragraph, and on request will permit Lessor to examine the originals or copies of such policies of insurance.

Lessee agrees to indemnify and hold Lessor harmless from and against any and all loss, cost, damage or expense arising out of Lessee's use of the Land in connection with this Lease.

**Chatham  
Agricultural  
Partnership<sup>®</sup>**

Town of Chatham  
488 State Route 295  
Chatham, NY 12037



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SECTION VIII: *Miscellaneous*

This lease shall be governed by the laws of the State of New York. If any provision or provisions of this Lease is found to be void or unenforceable, the remaining provisions of this Lease shall remain binding and in full force and effect.

Wherever appropriate, the singular shall include the plural, and vice versa, and the male gender shall include the female and neuter. The captions in this Lease are for convenience only, and shall not effect the construction of the provisions hereof.

This Lease may be terminated, waived or modified only by written agreement executed by the party against which enforcement of such termination, waiver or modification is sought. No waiver of any breach of any provision of this Lease shall be deemed a waiver of a party's right to demand strict performance of all of the terms of this Lease, nor shall it constitute a waiver of any subsequent breach of any provision of this Lease.

This Lease merges and supersedes all prior understandings and oral or written agreements of the parties hereto with respect to the subject matter hereof.

This Lease may be executed in several counterparts, each of which shall constitute an original, but all counterparts shall constitute but one and the same agreement.

This Lease shall be binding upon and shall inure to the parties hereto and their respective heirs, executors, administrators and permitted assigns.

In witness whereof, the parties hereto have hereunto set their hands and seals as of the date first above written.

\_\_\_\_\_, Lessor

\_\_\_\_\_, Lessee

STATE OF NEW YORK    )  
  )ss.:  
COUNTY OF COLUMBIA )

On this \_\_\_\_\_ day of \_\_\_\_\_ before me, the subscriber, personally appeared \_\_\_\_\_, to me personally known, and known to me to be the same person described in and who executed the within Lease, and he acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF NEW YORK

STATE OF NEW YORK    )  
  )ss.:  
COUNTY OF COLUMBIA )

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\_\_\_\_\_  
NOTARY PUBLIC – STATE OF NEW YORK