

Farm Lease Agreement

This lease is entered into this **1st day of March 2016**, by and between:

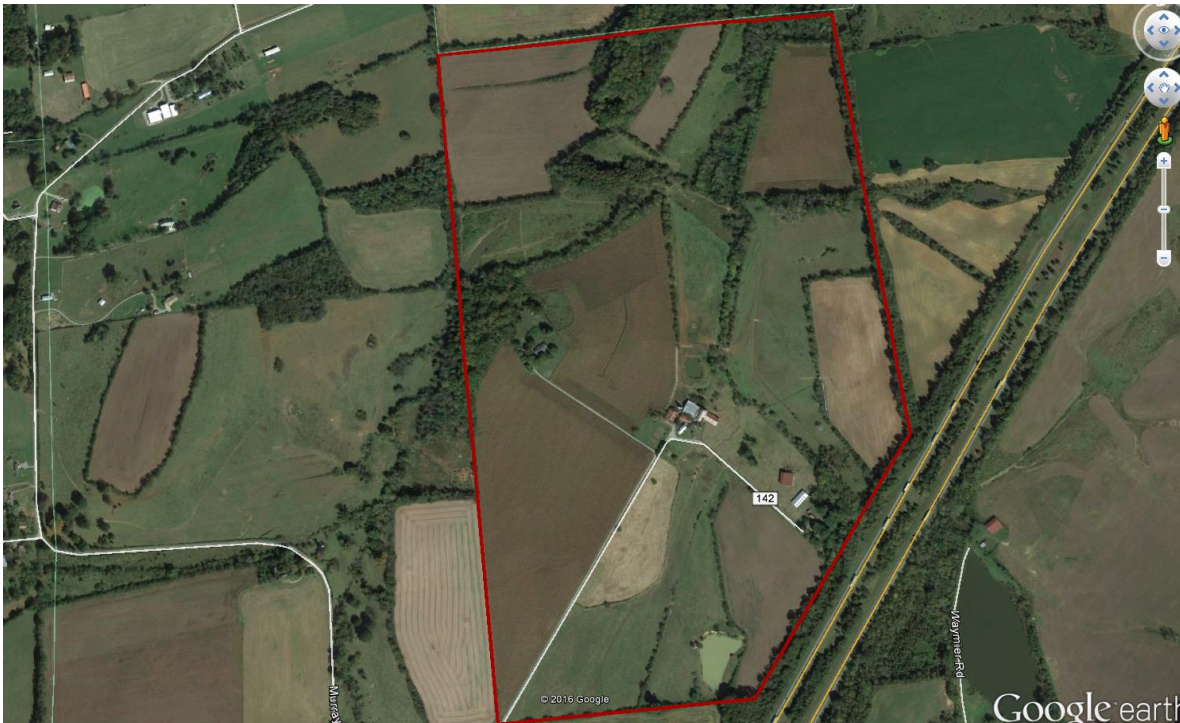
the Landowner, **Name Here**, whose mailing address is **Address Here**

and

the Tenant, **Name Here** whose mailing address is **Address Here**.

A. DESCRIPTION OF LEASED PROPERTY

The Landowner hereby leases to the Tenant the real property located in the County of **county name** in the State of Tennessee, and described as follows: **Farm Name Here, Address Here** approximately **XXX** acres of the farm to be used in the production of **corn, cotton, small grains, or soybeans**. If the Tenant desires to grow an alternative crop they must have written consent from the Landowner.



B. TERM OF LEASE

The term of this lease shall be from **March 1, 2016 to December 31, 2016**, and the Tenant shall peacefully surrender possession at the end of the term or any extension thereof. Extensions of this lease must be in writing and signed by both parties. Failure to execute an extension at least three (3) months before the end of the term or any extension thereof shall be deemed notice of intent to allow the lease to expire. The Tenant reserves first right of refusal on any lease extension or new lease arrangement and further reserves first right of refusal involving a sale of this property after the signing of this agreement.

C. RENT

Cash Rent Arrangement

As cash rent for the leased property, the Tenant agrees to pay to the Landowner the total sum of **written amount here (\$0.00)** per year or (**\$xxx/acre**). The annual cash rent shall be paid to the Landowner, at the Landowner's mailing address or such address as the Landowner shall designate in writing, in the following manner: **Cashier's check in the full amount on or before the first day of the lease.**

USDA Programs

USDA farm program payments, if any, will go in full to the Tenant. Program participation will be the Tenant's responsibility.

D. IMPROVEMENTS AND REPAIRS

The Tenant may make improvements to the leased property at the Tenant's expense upon the prior written consent of the Landowner. These improvements shall become a part of the leased property and shall not be removed prior by or for the Tenant.

E. TENANT'S USE OF THE LEASED PROPERTY

Limitation on Use. Except as provided in the following, the Tenant shall not, without the Landowner's prior written consent (i) use the leased property for anything other than the production of the specified crops or (ii) permit public use of the leased property:

1. **Right of Entry** – Right of Entry - The Landowner reserves the right for them, their agents, their employees, or their assigns to enter the farm at any reasonable time for purposes of: (a) consultation with the tenant; (b) making repairs, improvements, and inspection; (c) developing mineral resources; and (d) after notice of termination of the lease is given, for purposes of plowing, seeding, fertilizing, and such customary seasonal work, none of which is to interfere with the Tenant in carrying out regular farm operations.
2. **No Right to Sublease** - The Landowner does not convey to the Tenant the right to lease or sublease any part of the farm or to assign the lease to any person or persons, unless prior approval is obtained from the Landowner.
3. **Hunting and Recreation** – The Landowner will have sole right to regulate hunting and recreation and/or leasing of hunting space.
4. **Timber Harvest** – No timber shall be harvested

Tenant shall not commit or allow any unnecessary waste of the leased property. Tenant shall conduct all farming activities efficiently and shall maintain the leased property in at least as good and productive a condition as at the commencement of the lease term, normal wear and tear excluded. Tenant shall comply with all local, state, and federal laws and regulations governing all activities on the leased property, specifically including the handling and application of chemicals, pesticides, and commercial fertilizers and the storage and disposal of any and all waste products.

Conservation Practices. The Tenant agrees to keep in good repair all roads, slopes, terraces, open ditches, inlets and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways,

and refrain from any operations or practice that will injure such structures. The Tenant agrees to implement good management practices and remain in compliance with the terms of the conservation plan applying to the leased property, if any. The Tenant is responsible for maintaining soil fertility and PH. Soil samples must be taken annually and fertilizer must be applied at a minimum of the rate recommended per acre for the specific crop. The Tenant is required to give the Landowner a copy of the soil analysis annually. The Landowner has the right to request proof of purchase for the fertilizer and Lime.

F. ARBITRATION

If the parties to this lease cannot reach an agreement on any matter or problem, the question shall be submitted to an arbitration committee for decision. This committee shall be composed of three disinterested persons, one selected by each party hereto and the third by the two persons thus selected. The decision of the arbitration committee shall be accepted by both parties.

G. DEFAULT

If either party fails to carry out substantially the terms of this lease agreement in due and proper time, the other party shall have the right, in addition to all other remedies available at law or in equity, to terminate this lease if the defaulting party fails to adequately remedy such default within ten (10) days of receipt of written notice specifying the nature of the default.

H. MISCELLANEOUS LEASE PROVISIONS

No Partnership Intended. This lease does not, nor shall it be deemed to, give rise to a partnership relationship between the parties. Neither party shall have the authority to legally bind the other without the other's written consent. Neither party shall be liable for any debts or obligations incurred by the other without the other's written consent.

No Holding Over. At the expiration or termination of this lease, the Tenant shall yield possession of the leased property to the Landowner without further notice or demand. If the Tenant fails to yield possession at such time, the Tenant shall pay to Landowner seventy-five dollars (\$75) for each day the Tenant remains in possession thereafter.

Transfer of Leased Property. If Landowner should sell or otherwise transfer title to the leased property, such transfer shall be subject to the provisions of this lease.

Heirs and Successors. The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both the Landowner and the Tenant in like manner as upon the original parties. However, in event the lease is for more than one year, the heirs or successors of the Tenant shall have the option to give written notice of termination effective at the end of the lease year in which death occurs.

Insurance. The Tenant will provide proof of liability insurance to the Landowner annually at time of lease payment for the duration of the lease.

Other Agreements or Amendments. This lease sets forth the entire agreement between the parties. Any prior or contemporaneous conversations or writings are deemed to be merged herein. Any amendment or alteration of this lease shall be in writing and shall be signed by both the Landowner and the Tenant.

The Landowner and Tenant acknowledge that they have read this lease agreement and by affixing their signatures hereto agree to abide and be bound by the terms and conditions contained herein.

Landowner(s):

Tenant(s):

STATE OF _____

COUNTY OF _____

Personally appeared before me, _____ Notary Public, Landowner(s) _____
_____ and, Tenant(s) _____
_____ with whom I am personally acquainted,
and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at office, this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

This form is not intended to replace legal advice regarding the leasing of farmland. The assistance of a legal professional should be sought if the user desires legal advice about any provision in this agreement or any other legal matter related to the leasing of farmland. Each party should retain an identical copy of this lease for their records.