

LAND LEASE AGREEMENT

This Land Lease Agreement ("Agreement") is entered into on the _____ day of _____, 20_____, by and between the following parties:

LANDLORD:

Landlord Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip Code:** _____

and

TENANT(S):

Tenant Name(s):

Street Address: _____

City: _____ **State:** _____ **Zip Code:**

(Hereinafter collectively referred to as "Parties" and individually as "Party").

RECITALS

WHEREAS, Landlord is the owner of certain real property located in the County of _____, State of _____, more particularly described below ("Premises"); and

WHEREAS, Tenant desires to lease the Premises from Landlord, and Landlord desires to lease the Premises to Tenant, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows: 1. LEASED PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described real property (the "Premises"):

Legal Description of Premises: Street Address (if applicable):

City: _____ **State:** _____ **Zip Code:** _____

Approximate Acreage: _____ acres.

2. TERM

The term of this Agreement shall commence on the _____ day of _____, 20____ (the "Commencement Date"), and shall continue for a period of _____ (e.g., years, months), ending on the _____ day of _____, 20____ (the "Expiration Date"), unless sooner terminated as provided herein.

3. RENT

Tenant shall pay to Landlord, as rent for the Premises, the sum of _____ Dollars (\$ _____) per _____ (e.g., month, year) ("Rent").

a. **Payment Due Date:** The Rent shall be due and payable in advance on the _____ day of each _____ (e.g., month, year) during the Term.

b. **Payment Method:** Rent shall be paid to Landlord at the address specified above or at such other place as Landlord may designate in writing.

c. **Late Fees:** If Rent is not received by Landlord within _____ (_____) days after the due date, Tenant shall pay a late fee of _____ Dollars (\$ _____).

d. **Returned Checks:** If any check given by Tenant to Landlord for Rent is returned for insufficient funds, Tenant shall pay a returned check fee of _____ Dollars (\$ _____).

4. USE OF PREMISES

Tenant shall use the Premises solely for _____ (e.g., agricultural purposes, commercial development, recreational use) and for no other purpose without the prior written consent of

Landlord. Tenant shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations regarding the use of the Premises.

5. TAXES AND UTILITIES

- a. **Property Taxes:** Landlord shall be responsible for the payment of all real property taxes and assessments levied against the Premises.
- b. **Utilities:** Tenant shall be responsible for arranging and paying for all utilities and services used on the Premises during the Term, including but not limited to electricity, water, sewer, gas, and trash removal.

6. MAINTENANCE AND REPAIRS

- a. **Tenant's Responsibilities:** Tenant shall, at its sole expense, maintain the Premises in good condition and repair, reasonable wear and tear excepted. This includes, but is not limited to, maintaining fences, gates, irrigation systems, and any structures erected by Tenant. Tenant shall promptly notify Landlord of any necessary repairs to the Premises that are Landlord's responsibility.
- b. **Landlord's Responsibilities:** Landlord shall be responsible for structural repairs to any existing buildings on the Premises not caused by Tenant's negligence or misuse.

7. INSURANCE

Tenant shall, at its sole expense, maintain general liability insurance with a minimum coverage of _____ Dollars (\$ _____) per occurrence, naming Landlord as an additional insured. Tenant shall provide Landlord with a certificate of insurance evidencing such coverage prior to the Commencement Date and upon each renewal.

8. INDEMNIFICATION

Tenant agrees to indemnify, defend, and hold harmless Landlord from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to Tenant's use or occupancy of the Premises, or from any breach of this Agreement by Tenant, except to the extent caused by the gross negligence or willful misconduct of Landlord.

9. DEFAULT AND REMEDIES

- a. **Events of Default:** The occurrence of any of the following shall constitute an "Event of Default" by Tenant:

i. Failure to pay Rent or any other sums due under this Agreement within _____ (_____) days after written notice from Landlord.

ii. Failure to perform any other covenant, condition, or obligation of this Agreement within _____ (_____) days after written notice from Landlord, provided such default is not cured within that period.

iii. Abandonment of the Premises.

b. **Remedies:** Upon an Event of Default, Landlord may, in addition to any other remedies available at law or in equity:

i. Terminate this Agreement and regain possession of the Premises.

ii. Recover all unpaid Rent and any other sums due.

iii. Recover damages for any breach of this Agreement.

10. TERMINATION

This Agreement shall terminate on the Expiration Date unless extended by mutual written agreement of the Parties or terminated earlier pursuant to the provisions of this Agreement. Upon termination, Tenant shall surrender the Premises to Landlord in good condition, reasonable wear and tear excepted, and shall remove all of Tenant's personal property and improvements, unless otherwise agreed in writing.

11. ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Agreement or sublet any portion of the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion.

12. ACCESS BY LANDLORD

Landlord reserves the right to enter the Premises at reasonable times, upon reasonable prior notice to Tenant, for the purpose of inspection, making necessary repairs, or showing the Premises to prospective tenants or purchasers. In case of emergency, Landlord may enter without prior notice.

13. ENVIRONMENTAL COMPLIANCE

Tenant shall not cause or permit any hazardous substances to be used, stored, generated, or disposed of on the Premises, except in compliance with all applicable environmental laws and regulations. Tenant shall indemnify and hold Landlord harmless from any and all claims, damages, liabilities, costs, and expenses arising from Tenant's breach of this Section.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

15. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery; (b) one (1) business day after deposit with a nationally recognized overnight courier service; or (c) three (3) business days after mailing by certified or registered mail, return receipt requested, postage prepaid, addressed to the Parties at their respective addresses set forth above, or to such other address as either Party may designate by written notice to the other.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties.

17. AMENDMENTS

No amendment, modification, or alteration of this Agreement shall be valid unless in writing and signed by both Parties.

18. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, and the remainder of this Agreement shall remain in full force and effect.

19. WAIVER

No waiver of any breach of any provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provision. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right thereafter to enforce such provision.

20. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

21. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. HEADINGS

The headings of the sections of this Agreement are for convenience only and shall not affect the interpretation or construction of any of its provisions.

23. CONSTRUCTION

The Parties acknowledge that they have had the opportunity to review and revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafter shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Land Lease Agreement as of the date first written above.

LANDLORD

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____

TENANT

Signature: _____

Print Name: _____

Date: _____ day of _____, 20 _____

Address: _____