Sample Short-term Lease Agreement

This agreement is between _________________ (landowner) and _________________ (tenant), for the lease of certain parcels of land for the purpose of __________________ [describe agricultural purpose(s) and operation].

1. The parcel(s) contained in this agreement are described as follows: [parcel location, acreage, bounds, features, condition, etc.]

2. The term of this lease shall be from _______________ to ________________ except as terminated earlier according to the provisions below.

3. The tenant agrees to pay a lease fee to the landowner of $_______ per acre or $_______ total, per year. The tenant agrees to pay such sum at the beginning of the lease term and on the anniversary thereof unless otherwise mutually agreed. A late penalty of up to [ ]% / month may be assessed on all late payments. This lease fee may be renegotiated annually.

4. Permitted Uses: The tenant is permitted all normal activities associated with the above purposes, including but not limited to:

The tenant agrees to employ standard best management practices. It shall not be considered a default of this Lease if weather or other circumstance prevents timely practices or harvesting.

5. Prohibited Uses: The tenant shall not, unless by mutual agreement to the contrary, engage in any of the following activities on said parcel(s):

6. The tenant agrees to prepare an annual management plan for review by the landlord, complete annual soil testing, and apply amendments as indicated at his/her own expense. The tenant agrees to proper disposal of trash and waste. The tenant further agrees:

7. The [landowner/tenant] agrees to pay all taxes and assessments associated with this parcel.

8. The farmer agrees to provide the landowner with evidence of liability insurance coverage.

9. Either party may terminate this lease at any time with _____ month notice to the other party. The tenant agrees not to assign or sublease his/her interest.

10. The terms of this lease may be amended by mutual consent.

11. A default in any of these provisions by either party may be cured upon written notice by the other party within ____ days of receipt of such notice. Any disputes occurring from this lease may be resolved by standard mediation practices, if necessary.

12. Landowner retains his/her right to access the parcel(s) for the purposes of inspection with prior notification to the tenant.

13. Other special terms and conditions in this lease:

signed: ___________________________ date ___________________________ 

Attachments may include:

• Plan of land
• NRCS or other Farm Conservation Plan
• Proof of insurance
• Other documents as mutually agreed © Land For Good 2008