

This lease entered into this 1st day of February, 2019, between:

John Doe, Owner, of
12345 450th Ave. N.E.
Holt, MN 56725

Jane Doe, spouse of

Hereafter known as "the owner," and

_____, operator, of _____

Address

_____, spouse, of _____

Address

Hereafter known as "the operator."

I. Property Description

The landowner hereby leases to the operator, to occupy and use for agriculture and related purposes, the following described property:

SW 1/4th of section sixteen, the NE 1/4th of section 20, the SW 1/4th of section 21 in Moylan township, all consisting of approximately 425 tillable acres situated in Marshall County, Minnesota.

II. General Terms of Lease

- A. Time period covered. The provisions of this agreement shall be in effect for three (3) years, commencing on the 1st day of February, 2019. This lease shall continue in effect from year to year thereafter until January 30, 2022, unless written notice of termination is given by either party to the other at least 60 days prior to expiration of this lease or the end of any year of continuation.
- B. Review of lease. A written request is required for general review of the lease or for consideration of proposed changes by either party, at least 60 days prior to the final date for giving notice to terminate the lease as specified in II-A.

- C. Amendments and alterations. Amendments and alterations to this lease shall be in writing and shall be signed by both the owner and operator.
- D. No partnership intended. It is particularly understood and agreed that this lease shall not be deemed to be, nor intended to give rise to, a partnership relation.
- E. Transfer of property. If the owner should sell or otherwise transfer title to the farm or portions thereof, such action will be done subject to the provisions of this lease.
- F. Right of entry. The owner, as well as agents and employees of the owner, reserve the right to enter the farm at any reasonable time to a) consult with the operator; b) make repairs, improvements, and inspections; and c) (after notice of termination of the lease is given) do tilling, seeding, fertilizing, and any other customary seasonal work, none of which is to interfere with the operator in carrying out regular operations.
- G. No right to sublease. The owner does not convey to the operator the right to lease or sublet any part of the farm or to assign the lease to any person or persons whomsoever, including for purposes of hunting, trapping or other recreational uses.
- H. Binding on heirs. The provisions of this lease shall be binding upon heirs, executors, administrators, and successors of both owner and operator in like manner as upon the original parties, except as provided by mutual written agreement.

III. Land Use

- A. The operator will not plant any perennial crops nor fall seeded annual crops without first consulting and obtaining written consent of the owner.
- B. The original farm yard and building site is not part of this lease agreement and shall not be used by the operator for any purpose without written consent from the owner. A field crossing from the public road will be provided to the operator for entry to the field.
- C. The operator shall not seed the same crop for more than two consecutive years so as to maintain an acceptable crop rotation and avoid as much as is possible, issues with insect, disease or other production pests.
- D. Government Programs. The extent of participation in federal, state or county government programs for purposes of commodity support, conservation enhancement or other objectives will be discussed and decided on an annual basis or when the original contract expires. The course of action agreed upon should be placed in writing and be signed by both parties. Regardless of decision, the operator shall not enter into any agreement where the value of the owner's property may be reduced in the long term.

IV. Amount and Payment of Rent

- A. Rental payment. The annual cash rent shall be paid as follows:

\$ _____ on or before the 1st day of February, which is the first ½ of the agreed upon rent.

\$ _____ on or before the 1st day of October which shall be the second ½ of the agreed upon rent plus any other remaining balance owed.

- B. The rent shall automatically increase each year by any increase in property taxes assessed by local, state and/or federal agencies. This additional rent, if any, shall be due with the October 1st rental payment. A copy of the owner's property tax statement showing the increase in property taxes from the previous year shall be provided to the operator and shall include only tax increases on tillable acres.
- C. Payee information. The rental payments shall be sent to the address of the owner as shown on page 1 of this lease.
- D. Liens. The operator acknowledges and agrees that the owner may file and perfect a lien upon the crops grown under this lease to secure the payment of rents or any other amounts due under this lease, and that the operator may execute the same against such crops in accordance with state law.

V. Operation and Maintenance of Farm

In order to operate this farm efficiently and to maintain it in a high state of productivity, the parties agree as follows:

A. The operator agrees:

1. General maintenance: To provide the labor and equipment necessary to maintain the farm and its improvements during the rental period in as good condition as it was at the beginning. Normal wear and depreciation and damage from causes beyond the operator's control are accepted.
2. Noxious weeds. To use diligence to prevent noxious weeds from going to seed on the farm. Treatment of the noxious weed infestation and cost thereof shall be handled by the renter. Care must also be taken when applying pesticides so as not to damage shelterbelts, windbreaks and building site groves or to compensate the owner for damages as described in part V letter A., number 4.
3. Conservation. Control soil erosion according to an approved conservation plan; keep in good repair all terraces, open ditches, inlets and outlets of tile drains, and ponds; preserve all established watercourses or ditches including grassed waterways and field borders; and refrain from any operation or practice that will injure structures.
4. Damage. Upon termination of the lease agreement, to pay the owner reasonable compensation for any damages to the farm for which the operator is responsible. Any decrease in value due to ordinary wear and depreciation or damage outside the control of the operator is accepted.
5. Repairs. Not to buy materials or repairs that may obligate the owner without first receiving written permission.

6. Documentation. To provide the owner with yield or production information for harvested crops sufficient to meet requirements for crop insurance documentation and participation in USDA commodity programs.

B. Both agree:

1. Not to obligate the other party. Neither party hereto shall pledge the credit of the other party hereto for any purpose whatsoever without the written consent of the other party. Neither party shall be responsible for debts or liabilities incurred, or for damages caused by the other party.
2. Capital improvements. Any capital improvements to the property as well as any costs for those improvements must be agreed to in writing by both parties prior to any construction or obligations being made.
3. Mineral rights and property development. The landowner shall have the right to enter into agreements for the development of petroleum, wind, solar, or other resources on the property, and may also authorize third parties to enter the property to survey, construct, and/or operate the facilities reasonably necessary to develop those resources. The landowner agrees to reimburse the tenant for any actual damage suffered for crops destroyed by these activities and to release the tenant obligation to continue farming this property when and if development of such resources interferes materially with the tenant's opportunity to make a satisfactory return.
4. Environmental issues. The operator shall conduct all operations on the property in a manner consistent with all applicable local, state, and federal environmental codes, regulations, and statutes and shall bear sole responsibility for any violations thereof. The operator shall be solely responsible for securing any permits or approvals necessary for his or her activities on the property. In the event of any legally prohibited release of materials to the environment, the operator will indemnify the landowner for any costs of environmental cleanup and restoration as well as any penalties, fines, judgments or other amounts incurred by landowner as a result of such release.
5. Arbitration of differences. Any differences between parties as to their several rights or obligations under this lease that are not settled by mutual agreement after thorough discussion, shall be submitted for arbitration to a committee of three disinterested persons, one selected by each party hereto and the third by the two thus selected. The committee's decision shall be accepted by both parties.

Executed in duplicate on the date first above written:

_____ Operator	_____ Owner
_____ Operator's spouse	_____ Owner's spouse

State of Minnesota
County of Marshall

On this _____ day of _____, A.D. 2019, before me, the undersigned, a Notary Public in said State, personally appeared _____, _____, _____, and _____ . To me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public