

This agreement will be executed upon acceptance of bid by Versailles Village Council.

## FARM LEASE AGREEMENT: 11 ACRES ALONG SUBLER DRIVE

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Village of Versailles ("Landlord") and \_\_\_\_\_ ("Tenant"), collectively referred to as the "Parties".

WHEREAS, the Landlord is the owner of 11 acres of farm land located along Subler Drive which is not currently needed for any municipal purpose; and

WHEREAS, the Landlord is interested in leasing said farmland to the Tenant for farming purposes; and

WHEREAS, this Farm Lease Agreement identifies the terms and conditions of said lease; and

WHEREAS, Tenant has reviewed and has accepted the terms and conditions of the Farm Lease Agreement;

NOW, THEREFORE, in consideration of the promises contained herein, the Parties hereby agree as follows:

1. **PURPOSE:** In consideration of the rents and covenants specified below, Landlord hereby leases to Tenant real property located along Subler Drive, Versailles, Ohio being 11 acres, more or less. The area which is subject to this Lease will sometimes be referred to herein as the "Subler Drive Farm".
2. **USE OF PROPERTY:** The Subler Drive Farm is to be used by the Tenant for the purpose of crop farming only. Acceptable crops to be grown during the term of this Lease includes: corn, soybeans, alfalfa, wheat or oats.
3. **TERM OF LEASE:** This lease is for an initial one-year single crop term beginning 2/15/2020 to 12/31/2020 and is subject to two (2) one (1) year extensions upon the same terms and conditions except for price per acre which is to be mutually agreed upon by and between the parties no later than October 1<sup>st</sup> of each year. In the event the parties are unable to agree upon a price per acre by said date of October 1, the lease for that year shall terminate as of December 31<sup>st</sup> of that year and Landlord shall be free to re-advertise the Subler Drive Farm for lease to the public.

The landlord reserves the right to terminate this lease agreement for any or all of the property subject to the lease upon 30 days written notice to the Tenant if the Landlord desires to sell and/or develop the land. In such event Landlord shall pay to the Tenant the sum equal to the Average Crop Yield per acre for the crop then planted by Tenant as determined by the USDA times the number of acres sold and/or developed by Landlord.

4. AMOUNT OF RENT: Tenant shall pay to Landlord as rent for the Farm the sum of \$ \_\_\_\_\_ Dollars (\$000) per acre payable as follows:

a. One-half of said amount being the sum of \_\_\_\_\_ dollars (\$0000) on or before February 28, 2020; and

b. The remaining one-half of said amount being the sum of \_\_\_\_\_ dollars (\$0000) on or before December 15, 2020.

5. PROPERTY TAXES: Landlord shall be responsible for all real estate taxes upon the Subler Drive Farm property. Tenant shall be responsible for all personal property taxes incurred as a result of the Lease.

6. DEFAULT: If Tenant fails to make the rental payments on or before the due date or fails to fulfill any of the covenants contained in the Lease, Landlord may re-enter and take possession of the Subler Drive Farm and hold and enjoy the Farm without the re-entry working a forfeiture of the rent to be paid by the Tenant for the full term of this Lease.

7. ASSIGNMENT: Tenant agrees not to assign this lease or sublet the Subler Drive Farm or any part thereof without the prior written consent of Landlord.

8. SURRENDER OF PREMISES: Tenant agrees at the expiration of the Lease to vacate the Subler Drive Farm, leaving it in as good condition as when taken.

9. TENANT'S DUTIES: Tenant shall provide services on the terms and conditions provided herein, specifically:

a. No Waste by Tenant: Tenant agrees to cultivate the Subler Drive Farm in a careful and nondestructive manner and to commit no waste or damage to the property and to suffer none to be done;

b. Care of the Farm: Tenant agrees not to remove any soil, subsoil, tile (if it exists) from the Subler Drive Farm, but may spread manure and other farm chemicals that are normally applied to crop land to control pests and weeds. Tenant agrees to till the soil after the crop has been removed.

IDEMNIFICATION AND HOLD HARMLESS AGREEMENT. Tenant shall defend, indemnify and hold Landlord harmless from all claims, demands, damages, losses and liability for injury or death to any person or persons and for damage to any property, including but not limited to injury, death or damage to the person or property of the Tenant, Tenant's employees and agents, and to third parties, which arise out of the Tenant's operations under this Lease.

Tenant's operations under this Lease shall include but not be limited to preparation of the land for planting, cultivating, harvesting, handling, using and maintaining supplies and equipment prior to, during and after the farming operation, all other activities relating to the farming of the property, and travel to and from the property.

10. ENFORCEMENT OF CONTRACT: Tenant shall be liable to Landlord for and shall pay all costs incurred by Landlord in enforcing the terms and conditions of this Lease, including but not limited to attorney's fees and other costs and expenses of litigation and/or alternative dispute resolution.

12. LANDLORD WARRANTIES: Landlord warrants that it is a Municipal Corporation under the laws of the State of Ohio and that it has the legal capacity to bind itself to the terms of this contract.

13. INSURANCE: Tenant shall obtain and maintain at all times during the terms of his Lease insurance coverage listed below in as least the amounts shown:

INSURANCE TYPE:	AMOUNT:
Comprehensive General Liability	\$1,000,000.00
Worker's Compensation and Employer's Liability	As Required by Law

Both Parties shall name each other as additional insured on their Certificates of Insurance. Notification of any revisions to the insurance policy shall be given by either Party to the other Party at least 30 days prior to any changes, cancellation, non-renewal, or lapse of the policies required herein.

Tenant may, at Tenant's sole discretion and expense, obtain insurance to cover damage to crops. In the event of damage to crops, the Landlord shall have no responsibility to compensate the Tenant for such damage or loss to Tenant's crops.

14. GOVERNMENT REGULATIONS: Tenant agrees to abide by all regulations imposed by any governmental authority relating to the farming of the farm.

15. RIGHT OF ENTRY AND DAMAGE TO CROPS: The Landlord reserves the right of entry to the Subler Drive Farm to do soil borings, survey the property or to take any other actions necessary or desirable in the discretion of the Landlord. Landlord shall notify Tenant prior to making any such entrance on the property. Landlord shall compensate Tenant at the rate set forth above in item 3 above for any damage to Tenant's crops. Landlord also reserves the right to apply during the months of October through March once crops are removed from the premises bio solids and/or lime generated from Landlord's water and waste water systems.

16. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the Parties and no terms may be altered in any way except by the written consent of both Parties. This Agreement may not be assigned or conveyed without each Party's written consent.

Farm Ground lease through \_\_\_\_\_, 20\_\_\_\_

WHEREOF, the Parties have executed this Agreement as of the date written below.

LANDLORD: Village of Versailles

TENANT:

\_\_\_\_\_  
By: Rodd A. Hale, Village Administrator

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date