**FARM LEASE OUTLINE**

***Use the*** [***Elements Of A Good Farm Lease***](https://landforgood.org/wp-content/uploads/LFG-Elements-of-a-Good-Farm-Lease.pdf) ***guide****, and explain, in plain-language*

*(bullet-list, etc) format, the details of what you would like for each of the following.*

***Note:  This document is a lease outline only - it is not intended to be signed as a legal document, but instead to inform a final lease crafting process once all parties agree.***

[As you complete this outline, delete/replace text in Brackets – it is there to guide you in the process]

**1. The Parties**

* Tenant:
* Landowner:

**2. Description of the Property (Premises)**

* Land:
* Infrastructure:

**3. Duration of the Lease (Term)**

* Length:
* Start Date:
* End Date:

**4. Rent (Consideration)**

* Land:
	+ Tillable [rate per acre per year]?
	+ Pasture [rate per acre per year]?
	+ Other [rate per acre per year]?
* Infrastructure

**5. Taxes**

**6. Utilities**

* Tenant pays for:
* Landowner pays for:

**7. Permitted & Prohibited Uses**

* Permitted (without permission needed):
* Permitted with landowner permission:
	+
* Prohibited (unless Landowner grants permission)

**8. When and how can Landowner access premises (Entry**)

**9. Maintenance & Repairs**

* Tenant Responsible For:
* Landowner Responsible For:

**10. Alterations & Improvements**

*

**11. Stewardship & Conservation**

**12. Subletting**

**13. Termination**

* [Can tenant terminate lease early? With how much notice?]
* [Typically Landowner can not terminate early]
* Either party can terminate if a Default isn’t remedied (below)

**14. Default**

* Defaults of Tenant Include:
	+ Not paying rent
	+ Not complying with the Terms of this Lease
* Defaults of Landowner Include:
	+ Not making the property available
	+ Not complying with the Terms of this Lease
* [How many days does each party have to remedy a Default?]

**15. Monitoring & Reporting**

* Written permission / notice counts as: [Printed? Email? Text?]
* [How often will Tenant and Landowner meet to discuss the property / lease?]

**16. Insurance & Liability**

* Tenant will maintain general liability insurance for their operations on the premises
	+ [Any minimum coverage? Name Landowner as additionally insured?]
* Landowner will maintain their own insurance for the Premises, but does not cover Tenant’s liability for Tenant’s farming activities

**17. Dispute Resolution**

* Both parties will try to resolve disputes with good-faith efforts
* If needed, the Parties will hire/choose a mediator or other dispute resolution professional, and split the costs evenly