

Memorandum of Agreement

This agreement is between _____ of _____, West Springfield, MA (Landowner) and Lutheran Social Services (LSS) (Renter) for the rental of 12 acres of farmland located at 394 Birnie Avenue, West Springfield, MA 01089, for the purpose of a vegetable, herb, flower and livestock farm to train and assist beginning farmers.

1. Description of Premises

- a. The rented parcel is nearly 12 acres of vegetable cropland, located on the Landowner's 54 acres of farmland as shown in Attachment A. The field is an open mowed field which was in rye grass production most recently. It has no structures or fencing. Access is permitted via a farm access road on adjacent property owned by the Landlord.
- b. At any time after the first year of this Agreement, Renter may request, and Landowner may grant an increase in the number of acres rented. As long as this Agreement has been upheld, Renter will be granted the right of first refusal to rent available additional parcels. Such additional parcels shall be described and added to the site plan attachment.

2. Length of Contract and Renewal

The term of this agreement will be good for one year (January 1, 2011 through December 31, 2011), thereafter renewable upon mutual agreement of Renter and Landowner for additional one-year terms. Such renewals shall be in writing and signed by both parties.

3. The Rent

The rental rate will be \$3,500 per year for the 12-acre field. The rent shall be paid in full by April 30 of each year.

4. Permitted and Prohibited Uses

- a. Renter is hereby permitted all normal activities associated with the above purposes, including but not limited to the following:
 - a. Planting, cultivating and harvesting vegetables, herbs, fruit and flowers
 - b. Raising of livestock after further discussion with Landowner and an amendment to this agreement regarding the particulars
 - c. Erection and use of one temporary storage shed for storage of equipment on the Premises
 - d. Installation of a temporary irrigation system on the Premises
 - e. Construction and maintenance of a semi-permanent washing/post-harvest station on the Premises
 - f. Erection of a hoophouse structure for early and late-season extension
 - g. Erection and maintenance of fencing on the rented property, which is to be disassembled upon exit of rental agreement
 - h. Composting of crop waste on the Premises

- i. Hosting meetings/educational workshops/public events on the Premises. Parking for and access to such events is limited to the designated parking area and farm access road.
- b. The use of synthetic pesticides and fertilizers is prohibited on the Premises. Organic standards and sustainable agricultural practices will be upheld. Organic certification is not required. Application of soil amendments, including manures, compost, fertilizers, and lime which are OMRI Listed is permitted. Pest management, including the application of pesticides which are OMRI Listed is permitted.
- c. Renter agrees to employ standard best management practices. It shall not be considered a default of this lease if weather or other circumstance beyond control of Renter prevents timely practices or harvesting.
- d. Personal vehicles must be parked in the parking area, which is next to the Landowner's garages, or along the farm access road. Renter will be conscientious of vehicle use for harvesting and hauling in order to minimize the number of vehicles on the farm field. Parked vehicles will be limited to the designated areas and will not block access to the landowner's garages or the farm field. Landowner will be responsible for farm access road maintenance.
- e. Renter agrees to comply with all federal, state and local laws and regulations in connection with the use of the Premises and any agricultural activities conducted thereon.
- f. Renter will be responsible for land preparation, soil maintenance and improvements to the field or necessary structures. Tractor services will be conducted on a by-hire basis.

5. Water and Irrigation

Renter will be granted use of a city water hydrant connection along Birnie Avenue and the Landowner's aluminum irrigation pipes from the street to the field. City water fees for connection, installation of a seasonal meter, maintenance and water use will be the responsibility of the Renter. Additional irrigation equipment and maintenance of the irrigation system will also be the responsibility of the Renter. Such infrastructure improvements shall be the property of Renter to utilize, maintain, remove or sell. Landowner is not obligated to purchase the improvements. If requested by Landowner, Renter must remove the improvement at the end of the lease term.

6. Post Harvest Processing Facilities

Renter may construct a semi-permanent sheltered wash station and packaging area on the Premises. Alternatively, Landowner may agree to the erection of a wash station in a location off the Premises. In such case a separate agreement will be attached to this lease describing the terms and conditions of the placement, use and disposition of the wash station.

7. Bathroom facilities

Bathroom facilities will be the responsibility of Renter; options may include an outhouse, composting toilet, or rented portable toilet to be placed or constructed on the Premises or another location with prior approval by Landowner.

8. Trash

Renter agrees to proper on-farm containment and off-farm waste disposal for all trash and waste.

9. On-site Sale of Products

Renter and beginning farmers participating in the LSS training program may establish a farm stand or a distribution site to sell the farm's products on the Premises. Renter and beginning farmers will be fully responsible for establishing and maintaining such facilities and will be the sole beneficiary of sales from the site.

10. Liability

Renter agrees to provide the Landowner with evidence of its own liability insurance coverage.

11. Right of Entry

a. Renter has the right to enter the Premises at any time. Renter's right of entry shall extend to representatives of LSS, the beginning farmers in the LSS program and their immediate families. Renter shall inform Landowner before spring tilling and seasonal preparations begin. The Premises in its entirety and all activities thereon will be overseen by the Renter.

b. Landowner retains the right to access the Premises for the purposes of inspection or to use at any time to access other property of Landowner.

c. Visitors will not be allowed to enter the Premises unaccompanied by Renter or Landowner.

d. Renter, including Renter's representatives, enrollees and their immediate families, has the right to use the farm access road at all times to access the Premises and for parking per this Agreement.

12. Termination

- a. Landowner may terminate this lease only in the event that the Renter has defaulted on any of the provisions of this lease or has abused Landowner's property, and/or failed to utilize the property for a period of 12 months without written permission from Landowner. Landowner will not terminate the lease without first giving a written 90 day notice citing the default and providing an opportunity to correct the default.

- b. Renter may terminate this agreement at any time with a six-month notice to Landowner. Renter shall leave the Premises in as good a condition as at the commencement of this lease.

13. Amendments

The terms of this agreement may be amended by mutual consent. Any disputes occurring from this lease may be resolved by standard mediation practices, if necessary.

Signed:

Landowner

_____ date _____

Renter

_____ date _____

DRAFT

Attachment A: Site Plan

