

**Lease agreement between ....., and .....**

1. This Farm Land Lease (“Lease”) is made effective as of January 2<sup>nd</sup>, 2014 by ..... (“Lessor”) and .....(Lessee”) as to the farmland located (Physical address and parcel number) ..... shown on Schedule A.
2. **Term.** Lessor agrees to lease the Farm to Lessee for the period of January 4<sup>th</sup> 2014 through January 3<sup>rd</sup> 2017. Within 60 days prior to expiration of the period, the Lessee has the option to renew for an additional three-year period.
3. **Size of Land:** The size of this Farm is 50 acres on three adjacent parcels (parcel number and number of acre).
4. **Purpose:** The Farm shall be used solely for the intended purpose of production of vegetables and other arable crops and associated activities by the farmers. The leasee will also provide technical assistance, training and other services related to food production, handling and marketing to the refugee families.
5. **Rent.** Rent for the Term shall be \$150/acre/year (\$7,500.00 annually) for the entire leasing period payable annually on the Lease anniversary date.
6. **Taxes and Assessments:** Leassor of the Farm will pay all real property taxes and any assessments levied on the Farm during the term hereof. However, the water account shall be transferred to the Lessee and the Lessee shall be responsible for all the cost of irrigation charged by the utility company (SRP) during the lease period.
7. **Delivery of Farm.** On the first day of the Lease, the Lessor shall deliver the Farm to Lessee. Upon termination of the Lease, Lessee agrees to return the Farm in the same way it was leased.
8. **Use of Land Condition.** Lessee shall use the Farm for the purpose of farming. Lessee and Lessor shall comply with all applicable rules, regulations, ordinances and laws of the government and agencies and shall not maintain or permit a nuisance. Lessee shall maintain all irrigation ditches, headgates, and any other improvements on the Farm in good repair and in safe and sanitary condition. Lessee shall not make any material improvements to the Farm without the prior written consent of Lessor.
9. **Partnership.** The Leassor and Lessee both agree that there will be a great deal of cooperation and partnership in crop production such as contract planting of crops for the Leassor by the refugee farmers. The agreement for that will come separate from this lease agreement.
10. **Lessor’s Entry** Lessor and any party authorized by Lessor may, with Lessee's prior approval, enter upon the Farm for the purpose of ensuring compliance herewith or showing the Farm to prospective purchasers. Lessor shall assume all risks and liabilities in connection with such entry and also abide by the Lessor’s directives.

11. **Alterations.** There shall be no additions or improvements to the Farm without Lessor's prior consent and on such terms and conditions as required by the Lessor and the City.
12. **Insurance.** Lessee shall maintain their own insurance policy.
13. **Assignment.** Lessee may sublease any portion or whole of the Farm to the farmers during the term of this Lease but Lessee will remain responsible for full compliance with the terms of the Lease. Lessee shall help the farmers to use and maintain the land solely as a farm for production of crops only.
14. **Abandonment.** If Lessee shall abandon or vacate the demised Farm before the end of the term or other event occur entitling Lessor to take possession thereof, Lessor may take possession of said leased Farm.
15. **Default.** In the event of any breach of this Lease by Lessee which continues for sixty (60) days after written notice is given to Lessee, or, in the event that the nature of the breach cannot be cured within 60) days, which breach continues and the Lessee has not promptly commenced and expeditiously pursued the curing of the breach, after written notice, the non-breaching party, beside any other rights or remedies it may have at law or otherwise, shall have the immediate right to terminate this Lease.
16. **Governing Law.** This Lease shall be governed by the laws of the State of Arizona, without regard to its conflict of laws provisions.
17. **Additional Documents.** The parties hereto each mutually agree to execute any additional documents necessary for affecting the purpose of this Lease.
18. **Captions.** The titles or headings to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part thereof.
19. **Entire Agreement.** The Parties affirm that this Lease constitutes the entire agreement between them and all provisions and matters agreed to between them are herein contained.
20. **Binding on Successors.** This Lease shall be binding upon the heirs, successors, executors, administrators and permitted assigns of the parties.
21. **Amendment.** This lease may not be amended or modified except in a written document signed by an officer of Lessor and Lessee.
22. **Severances :** Both Lessee and Leassor has right to terminate this agreement at any time provided a notice will be served to Lessee for 180 days to enable conclusion of current farming cycle. The Leasee is required to give a notice of 21 days. Leassor shall pay fully for any crop damaged or the cost of production (whichever is higher), if Leassor takes over the Farm prior to this agreed time frame without the stipulated notice time.

**23. Construction.** The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning without regard to the identity of the party who drafted or prepared it, and not strictly for or against any party hereto.

Leassor:	Leasee:
<b>Name</b>	<b>Name</b>
<b>Address</b> .....	<b>Address</b> .....
.....	.....
Phone	

**24. Severability.** The parties agree that the provisions of this Lease are severable and the determination that any provision hereof is void or unenforceable shall not affect the validity or enforceability of any other provision hereof.

**25. Signature:** Lease Terms agreed to by signature below:

LESSOR:

LESSEE:

By:

By:

Date \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit "A"

<u>Township &amp; Range</u>	<u>Section</u>	<u>Acres</u>
XXXX	15	54.11

Physical address + Parcel address and acre size

..... = 11.90 acres  
..... = 12.05 acres  
..... = 5.88 acres  
..... = 1.87 acres  
..... = 4.00 acres  
..... = 18.41 acres