

Farm Land Lease

This Lease is entered into by and between Westfield Washington Schools (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant"). The signatories for the Landlord and Tenant warrant and represent they have been duly authorized to execute this Lease on behalf of the Landlord and Tenant respectively.

WITNESSETH, that in consideration of the rents, mutual agreements and covenants herein contained, the Landlord leases to Tenant the following described acreage:

1. Description of Premises

- a) Acreage of 19.13 acres; Parcel 08-05-27-00-00-015.001; commonly known as 18997 Casey Rd, Westfield, IN

Excludes and does not include 2.43 acres located on Parcel No. 08-05-27-00-00-015.101

- b) Acreage of 24.5 acres; Parcel 08-09-05-00-01-005.000; commonly known as 0 Towne Rd, Westfield, IN

- c) Acreage of 10.03 acres; Parcel 08-05-25-00-00-003.000; commonly known as 19500 Tomlinson Rd, Westfield, IN

2. Term

The term of this lease shall be for three (3) years beginning on January 1, 2019 and ending December 31, 2021, and upon such date Tenant shall peaceably return possession of the premises, buildings, and land to Landlord.

3. Rent

Tenant shall pay to Landlord the total rent payment of \$ _____/acre per year or \$ _____/year as outlined below:

Rent shall be paid as follows: 25% of the annual rent payment for 2019 or \$ _____ shall be due on or before May 1, 2019. Remaining amount of annual rent payment for 2019 or \$ _____ shall be due on or before November 1, 2019. Past due amounts shall be assessed 8% per annum plus costs of collection. In subsequent years, 25% of the annual rent payment for that year will be due on or before April 1 and the remaining annual rent payment for that year shall be due on or before November 1.

4. Terms and Conditions

It is mutually agreed by the parties as follows:

1. Tenant shall use the leased premises, including the improvements and farm buildings therein, only for the purpose of farming in the sowing, cultivating, harvesting or crops, or related agricultural activities.
2. Tenant shall permit the Landlord to have free access to the premises for all reasonable purposes, including maintenance, repairs, inspections, ingress, egress, surveying, soil testing, and wildlife management.
3. Tenant shall not assign, transfer or encumber this lease or any part thereof, in any manner whatsoever, without the written consent of the Landlord.
4. At the expiration of this lease agreement, the Tenant shall deliver to the Landlord without notice, possession of the premises.
5. Tenant agrees not to commit waste or damage to the land, buildings, or other improvements thereon and to use due care to prevent others from doing so.
6. Tenant agrees to maintain fences, ditches, waterways, improvements and buildings in as good condition as they were when delivered to him. Any improvements made to the land or buildings must have prior approval of the Landlord and will be at the expense of the Tenant, including but not limited to additions or repairs to existing drain tiles. Any such improvements so made by the Tenant shall revert to the Landlord without charge thereto at the expiration of the lease agreement.
7. There are no buildings, structures, or improvements available for use of the Tenant under the terms and conditions of this lease agreement.
8. Tenant shall hold the Landlord and its board, agents, employees, students, neighbors, and designees thereof, harmless and defend it from all claims as to injury or damages to persons or property arising out of the farming or related operations on the real estate identified within this lease agreement. This shall include all crop and wildlife damage resulting from Tenant's activities in violation of federal and state laws, regulations, standards, rules, and guidelines.
9. Tenant shall execute its responsibilities by following and applying at all times the highest professional, agricultural, farming and technical guidelines and standards. If the Landlord becomes dissatisfied with the conduct of or the working relationship with those individuals assigned to work on this lease, the Landlord may request in writing the replacement of any or all such individuals, and Tenant shall grant such request.
10. Tenant shall operate and cultivate the premises in good and husband-like manner; all crops will be harvested as soon as possible after maturity; standard fertilization and cultivation of crops as recommended by Consolidated Farm Services Agency will be

applied. It is further agreed no wheat stubble shall be clipped unless for benefit of seeded legume; it is further agreed there will be no gleaning of crop residue by hand or by livestock; no herbicides or pesticides will be used without prior notice to the public and neighboring properties and written approval of the Landlord and governmental officials.

11. Landlord retains solely all rights to minerals and natural resources on described property. Tenant shall not cut trees, nor market any timber, sand or gravel. The sale of any trees, timber, sand or gravel shall be the sole right of the Landlord.
12. Tenant shall and will pay all costs and expenses, including attorney's fees, incurred by Landlord in connection with any action or litigation necessary or expedient in the enforcement of any of the provisions or conditions of this lease agreement.
13. Tenant agrees he does not and shall not claim at any time any easement, license, interest, or estate of any kind or extent whatsoever in the premises, by virtue of this lease agreement or his occupancy or use hereunder, and hereby expressly waives any right thereto. Tenant may not mortgage or otherwise encumber the leased premises.
14. The Tenant will reimburse the Landlord fully for any and all damage directly or indirectly caused by his negligence or that of his employees, contractors, and agents.
15. This agreement may be terminated by the Landlord upon thirty (30) days written notice to Tenant.
16. The Tenant shall not post, permit, or in any way allow fishing, hunting, trapping, camping, storage, parking, or related activities on the leased lands.
17. Upon the expiration or termination of this agreement, the Tenant may have sixty (60) days to remove his crops, supplies, materials, machinery, structures, and other equipment, except items furnished by the Landlord, and upon failure to remove same within the aforesaid period, the same shall become the property of the Landlord, without notice.
18. It is further agreed the Landlord will be consulted on type, acreage location and special terms or conditions of each crop and/or field to be planted and as outlined on any exhibits attached hereto and hereby made a part hereof.
19. Tenant shall pay for and furnish the seed, fertilizer, soil analysis, labor, materials, supplies, and equipment, and bear all expenses incident to the seeding, planting, cultivation, and harvesting of all crops and shall notify the Landlord at least three (3) business days in advance in writing of any intended fertilizer or chemical applications. The address and email are as follows: 1143 E 181st St, Westfield, IN 46074;
Tomamichelb@wws.k12.in.us

20. Tenant warrants Tenant and its subcontractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, regulations, standards, and guidelines in the performance of work activities under this lease. Failure to do so may be deemed a material breach of this lease and grounds for immediate termination and denial of further relationships with the Landlord.
21. In the event of an over harvest, the Tenant will be assessed and agrees to pay a replacement fee equal to the value of the crop at the time of harvest, plus 10% liquidated damages. Said replacement fee is figured as follows: acres over harvested \times number of bushels produced per acre \times price per bushel. Bushel per acre or yield will be based on the Natural Resources Conservation Services soil survey average yield or the Tenant's actual yield, whichever is higher. Price per bushel will be based on the highest price of the crop paid in the local area, during the time of harvest.
22. The Tenant shall perform, each lease year, except as noted, the following services: keep the premises in a neat and tidy condition; mow property and ditches adjacent to Tenant's farm fields; actively control all noxious weeds as directed by federal, state, and county agencies; not permit trash or rubbish to accumulate on the premises
23. The Tenant shall be responsible for furnishing, maintaining, and repairing all utilities, labor, machinery, equipment, materials, and supplies required to perform a farming operation on the premises.
24. The making, execution and delivery of this agreement by Tenant has been induced by no representations, statements, warranties, or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties and there are not further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties and approved by all necessary officials. The invalidity of any section, subsection, clause or provision of this lease shall not affect the validity of the remaining sections, subsections, clauses or provisions of this lease.
25. Substituting crops up to 20% after prior approval by the Landlord will be allowed in case of inclement weather conditions. If due to acts of God or acts of nature, additional changes in percent, if needed, will be negotiated by Landlord and Tenant.
26. In all corn fields, the Landlord may designate, prior to bidding, the Landlord's portion to be left standing for the two year period. In this case, the remaining farmable ground in that field would be completely harvested during the second year.
27. For the purposes of this lease the term "Unharvested" shall be all those crops left standing in the field with the grain undisturbed.

28. The Tenant will provide all crop yield information in writing to the Landlord upon request and required governmental agencies promptly after the time of harvest. Information should include bushels per acre for each limit.
29. The failure of the Tenant to freely comply with all the provisions shall entitle the Landlord, to place a lien on the crops raised under this lease, in accordance with Ind. Code § 32-31-1-19, in addition to all other legal remedies.
30. This lease may be terminated at any time by mutual agreement of the parties. This lease may be terminated at any time if Tenant defaults under this lease by failure to grow crops pursuant to this lease agreement, by failure to make timely payments pursuant to this agreement, by failure to provide services as described this lease or its exhibits, by violation of the uses described in this agreement, by failure to maintain and improve the property as described in this agreement, by committing damage to the property or for any other violation of the terms and conditions of the lease or applicable laws, regulations, standards, rules, and guidelines.
31. The expression of any rights upon default, termination, or breach of this lease shall not operate as an election of remedies, but shall be in addition to all other remedies available at law or in equity.
32. No right conferred on either party under this lease shall be deemed waived, and no breach of this lease excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the Landlord's review, approval, or acceptance of payment required under this lease shall be construed to operate as a waiver of any rights under this lease or of any cause of action arising out of the performance of this lease, and Tenant shall be and remain liable to the Landlord in accordance with applicable law for all damages to the Landlord caused by Tenant's negligent performance of any of the activities conducted under this lease.

5. Cancellation for funding

When the Landlord makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this lease, the lease shall be canceled. A determination by the Landlord that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

6. Non-Discrimination

Pursuant to Indiana law and the Civil Rights Act of 1964, Tenant and its subcontractors, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this lease, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, age,

color, religion, sex, disability, national origin or ancestry. Acceptance of this lease also signifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

7. Compliance with Telephone Solicitations Act.

The Tenant and any principals of the Tenant certify they have and will comply with the requirements outlined in Ind. Code § 5-22-3-7

8. Independent Contractor

Tenant is performing as an independent entity under this lease. No part of this lease shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Landlord will not assume liability for any injury, sickness, or death to any persons, or damage to any property, arising out of the acts or omissions of Tenant, its agents, employees, or contractors. Tenant shall provide all necessary unemployment and workers' compensation insurance for Tenant's employees.

9. Governing Law

This lease shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in Hamilton County, Indiana.

Landlord will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law.

10. Compliance with Laws

Tenant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

Tenant certifies by entering into this lease neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this lease by any federal agency or by any department, agency or political subdivision of the State of Indiana.

Tenant swears or affirms under the penalties of perjury Tenant does not knowingly employ an unauthorized alien and will comply with Ind. Code § 22-5-1.7

11. Insurance

Tenant and its subcontractors shall secure and keep in force during the term of this lease the following insurance coverages covering Tenant for any and all claims of any nature which may in any manner arise out of or result from Tenant's performance under this lease:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage, with minimum liability limits not less than \$500,000 per person and \$1,000,000 per occurrence unless additional coverage is required by the Landlord. Landlord is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this lease.
2. Vehicle, machinery, and equipment liability for owned, non-owned and hired vehicles, machines, and equipment with minimum liability limits of \$500,000 per person and \$1,000,000 per occurrence.

12. Drug-Free Workplace Certification

The Tenant hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace and conduct criminal background checks on any personnel who will be present on Landlord's property or buildings.

13. Notice

All notices required to be given under this Lease will be made in writing and will be sent by registered or certified mail to the parties, as follows:

Landlord: to the owner's address shown in Hamilton County, IN property tax records or 1143 E 181st St, Westfield, IN 46074 8926

Tenant: to the tenant's property address shown in _____ County, IN property tax records or _____

14. Non-Collusion and Acceptance

The undersigned attests under penalties of perjury he/she is the Tenant, or he/she is the representative, agent, member, or officer of the Tenant, he/she has not, nor has any other member, employee, representative, agent or officer of the Tenant directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and he has not received or paid, any sum of money or other consideration for the execution of this Lease other than that which appears upon the face of the Lease.

All agreements, conditions and undertakings herein contained shall extend to and be binding on the representatives, heirs, executors, administrators, successors and assigns of the Tenant as if they were in all cases named.

15. **Right of First Refusal.** It is further understood should the Landlord find a bona fide purchaser for the leased premises any time before sixty (60) calendar days prior the end of the lease term, the Landlord shall immediately notify the Tenant of the prospective sale and of the sale terms and conditions acceptable to Landlord along with a copy of the proposed purchase agreement by regular mail or email, and the Tenant shall have the option of purchasing said premises on the terms and conditions acceptable to Landlord and the proposed purchase agreement within five (5) business days after said notice is communicated by Landlord. If Tenant does not duly exercise the Right of First Refusal within such five business day period, if Tenant fails to purchase the leased premises pursuant to the purchase agreement, or Tenant has defaulted under this Lease agreement or the purchase agreement, Landlord shall be free to sell the leased premises to any third party and the purchaser shall be entitled to terminate this lease. Upon such failure to purchase by Tenant or upon such sale to a third party, Tenant's right of first refusal shall be terminated, be null and void, and of no further force and effect, and no third party purchaser of the leased premises shall be required to continue this lease.

FOR LANDLORD:

Westfield Washington Schools

By Duane Lutz, President

Date: _____

FOR TENANT

Printed: _____

Date: _____