

## FARM LEASE AGREEMENT

**THIS FARM LEASE AGREEMENT** (hereinafter referred to as the "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between The City of Westfield, Indiana (hereinafter referred to as the "Landlord"), and Steven Brown (hereinafter referred to as the "Tenant").

### WITNESSETH:

**WHEREAS**, the Landlord is the owner of approximately 20 acres located in Washington Township Hamilton County, Indiana.

**WHEREAS**, the Landlord desires to enter into a written agreement leasing the aforesaid premises to the Tenant on an annual cash rent basis to use for agricultural and dwelling purposes;

**NOW THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Description of Premises. Landlord hereby leases to Tenant, to use for agricultural purposes, the following described real estate, described as:

[INSERT LEGAL DESCRIPTION]

which has a common address of Osborne Park 17001 Ditch Road Westfield, Indiana, 46074, in Hamilton County, Indiana.

(the "Premises") approximately 20 acres of which are tillable.

2. Term of Lease. The term of this Agreement shall be from January 1, 2010 to December 31, 2010. Thereafter, this Agreement shall automatically renew for successive terms of an additional one (1) year unless terminated by either Landlord or Tenant, for any reason whatsoever, by giving a 30-day written notice to the other party.
3. Annual Cash Rent. The Tenant agrees to pay the Landlord, annual cash rent for the Premises, the sum of 115 per acre. The rent shall be due on December 15th of each year, with the first annual rental payment due December 15, 20\_\_\_. This represents approximately \_\_\_\_\_ acres of tillable cropland.
4. Equipment. The Tenant shall furnish and keep in repair all farm equipment and machinery necessary to properly farm the land.
5. Tenant's Expenses. The Tenant shall be responsible for all of the expenses in operating the Premises and producing the crops grown thereon.

6. Landlord's Expenses. The Landlord shall be responsible for all real estate taxes on the Premises.
7. Tenant's Covenant's. The Tenant covenants and agrees to:
  - (A) Use the Premises for agricultural only and to commit no waste or damage to said premises.
  - (B) Not to assign or sub-let the Premises without written consent of the Landlord.
  - (C) Permit Landlord to determine if the Premises is eligible to participate in any of the State or Federal farm programs, such as the Conservation Reserve Program. Said Landlord shall be entitled to collect any and all payments due and payable for the Premises, to the extent of participation in government programs, which shall be discussed and decided upon on an annual basis at the Landlord's discretion.
  - (D) Not break or prepare new ground without the prior written consent of the Landlord.
  - (E) Not to store on, dispose of, or in any way caused to be placed upon the Premises any hazardous materials, including, but not limited to, pesticide containers, excess spray material, chemical or fuel storage tanks, etc. beyond one cropping season.
8. Right of Entry. The Landlord shall have at all times the right to enter and inspect the Premises.
9. Landlord's Covenants. The Landlord covenants and agrees that the Tenant shall peacefully hold and enjoy the Premises during the term of the Agreement without interruption by the Landlord or any persons rightfully claiming thereunder, pursuant to the terms of this Agreement.
10. Crop Decision. All decisions concerning the production and sale of crops shall be made by the Tenant.
11. Tenant's Right to Harvest. If this Agreement terminates before crops can be conveniently or economically harvested, the Tenant shall have the right to harvest such crops, which he agrees to do without reasonable delay.
12. Insurance. Tenant shall be responsible for maintaining insurance upon its own personal property, as well as general liability insurance on the Property in an amount which is not less than One Million Dollars (\$1,000,000.00). The Tenant shall be responsible to include the Landlord as a co-insured on the policy. The Tenant shall furnish the Landlord with a Certificate of Insurance showing the Landlord as a co-insured on the policy and shall give notice of termination of coverage.
13. Indemnity and Release. The Tenant takes possession of the Premises subject to the hazards of operating a farm and assumes all risk of accidents to himself, his family or agents, in pursuance of his farming operations. The Tenant shall

indemnify and hold harmless Landlord from any and all damages, claims, and liability arising out of or in any manner connected with Tenant's use, occupancy, or control of the premises, including Landlord's legal costs and fees in connection with the defense of any claim, action, or proceeding. The Tenant hereby also releases the Landlord and his agents from any and all liability, of every kind of nature, arising out of or in any way connected with the operation, and the occupancy and use of by the Tenant of the Premises, irrespective of any fault or lack of fault by Tenant.

- 14. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon Landlord and Tenant, and their heirs, successors, and assigns.
  
- 15. Acknowledgment. Tenant agrees that it has entered into this Agreement relying on its own knowledge, and not upon any representation made by the Landlord or any other person. All prior lease agreements are terminated. Further, this Agreement covers the entire agreement between Landlord and Tenant and all other previous agreements are void and not applicable. Tenant hereby states that it has read, understands and agrees to abide by all the terms, statements and agreements included in this Agreement. Tenant has had the opportunity to consult with counsel prior to entering into this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Farm Lease Agreement as of the date written above.

**LANDLORD:**

**CITY OF WESTFIELD**

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

Printed: \_\_\_\_\_

Its:

**TENANT:**

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

Printed: \_\_\_\_\_