

Agriculture Lease

This lease is made and entered into this----- day of -----, 2003, by and between, _____ hereinafter referred to as “Lessor” and _____, hereinafter referred to as “Lessee”.

1. Description of premises; Pursuant to the terms and conditions set fourth herein, Lessor leases to Lessee, and Lessee hires from Lessor all certain real property located in _ county, state of California, which is described as _____

2. Condition of Premises: By entry under this lease, Lessee accepts the premises in its present condition and Lessor makes no warranty as to the suitability of the soil for growing the crop Lessee is authorized to grow under this lease. Lessee agrees on this day of the term, or sooner termination of this lease, to surrender the premises and the appurtenances to Lessor in the same condition as when received, reasonable use, wear and damage by fire, act of god, or the elements.

3. Utilities: Lessee shall pay for all water, power, or utility company charges and for all other services supplied to the premises, except as otherwise provided in this lease.

4. Water: Irrigation water for the crop to be grown on the premises shall be available to the Lessee during the term of the lease from wells, pumps, pipelines and main irrigation ditches presently existing on the premises. All water cost, including but not limited to toll, assessments, power charges, including electrical energy and standby charges for the operation of the pumps, water delivery and water district costs, shall be paid by the Lessee when and directed by the Lessor. Such water shall be used only on the premises in the performance of Lessee’s obligation under the lease. Lessor assumes no responsibility to Lessee for any water shortage from the facilities mentioned above and assumes no responsibility for and does not warrant quality nor quantity of the water supplied to the premises.

5. Term: The term of this lease commences on the date hereof and terminates at the conclusion of final ground work after harvest.

6. Abandonment: Lessee shall not vacate or abandon the premises during the term of the lease.

7. Use: _____,
Lessee shall be responsible at Lessee's sole cost and expense for removal and or incorporation into the soil of the crop residue remaining in the field from the Lessee's crop.
8. Drainage: Lessee agrees to, and at all times and in respects, comply with all Federal, State, Local and water agency laws, regulations, ordinances, applicable water quality objectives and other requirements, permits and orders issued in relation thereto which concern to drainage or releases including irrigation tail-water.
9. Rent: The rental payable by the Lessee to the Lessor for the use of the premises shall be **20% of the value of the crop** paid to lessee.
10. Waste: Lessee shall not commit nor suffer to be committed, or permit others to commit, waste on the leased land.
11. Oil, Gas and Mineral Rights: All mineral rights located on the premises are reserved to the Lessor or the Landlord.
12. Maintenance: Lessee shall care for both the premises and the approaches to the premises, including but not limited to all fences, wells, ditches and roadways, and maintain them in the same order and condition in which received, ordinary wear and tear expected.
13. Alteration: Lessee shall not make, or permit to be made, alterations of the premises without first obtaining Lessor's written consent.
14. Compliance with Laws: (a) Lessee shall comply with all requirements of all governmental authorities in force, either now or in the future, affecting the premises and shall faithfully observe in Lessee's use of the premises, all laws, rules and regulations of these authorities in the force either now or in the future. The judgment of a court of competent jurisdiction, or Lessee's admission in any action or proceeding against Lessee, whether Lessor be part to it or not, that the Lessee has violated any law, rule or regulation in Lessee's use of the premises shall be considered conclusive evidence of the fact as between Lessor and Lessee.(b) Without limiting the generality of the foregoing, Lessee agrees to comply with all federal, state and local laws, regulations, ordinances, other requirements, permits and other orders issued in relation thereto, which are designed to protect the public health and safety, worker health and safety, or the environment.(c) Lessee agrees to use and handle pesticides and fertilizers in compliance with all applicable federal, state and local laws, regulations, ordinances, labels

and other requirements and permits issued pursuant thereto which are designed to regulate pesticides and fertilizers.

15. Indemnity Insurance: Lessee agrees to keep Lessor, its present and former agents and representatives, free from all liability and claims for damages arising from any injury from any cause to any person, including Lessee, while in, upon or in any way connected to the premises. The limits of the liability under this insurance shall be in the amount not less than \$1,000,000 for any accident or injury or death to any person and \$1,000,000 for any property damage. These policies shall insure the contingent liability of Lessor, its agents and representatives and Lessee is to provide a written binder or copy of the policy or certificate of insurance to the Lessor. Lessee has the duty to obtain the written consent of the insurance carriers to notify Lessor in Lessor in writing 30 days before cancellation of the insurance.

16. Remedies of Lessor on Default: If Lessee breaches this lease, Lessor shall have, in addition to other rights or remedies, the right of reentry after having given two days notice and the right to take possession of all crops, harvested or unharvested and remove all persons and property from the premises. Lessor shall become the owner of all crops of which Lessor has taken possession, without being obligated to compensate Lessee for them.

17. Attorney's Fees on Default: If the advice of an attorney is sought to construe this lease or in connection with acts or events arising hereunder or in an action or proceeding to enforce this lease or any provision hereof, Lessor shall be entitled to all costs incurred and to reasonable attorney's fees.

18. Notices: Any notice to be given to either party by the other shall be in writing and shall be served either personally or by certified mail, return receipt requested, addressed as follows:
Lessee:

Lessor:

19. Legal Effect: All covenants of Lessee contained in this lease are expressly made conditions. The provisions of this lease shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto and all parties to this lease shall be jointly and severally liable under it. The titles or headings to the paragraphs of this

lease are not part of this lease and shall have no effect on the construction of interpretation of any part of this lease. Executed on the day and year hereinabove first written at _____.

By _____

By _____