FARM LAND LEASE AGREEMENT

1. 1. Parties and Leased Premises

This Farm Lease Agreement (the "Lease") is made on [DATE] between [LANDOWNER NAME], with a notice address at [LANDOWNER ADDRESS], phone [LANDOWNER PHONE] (the "Landowner"), and [OPERATOR NAME], a [ENTITY TYPE OR INDIVIDUAL] with a notice address at [OPERATOR ADDRESS], phone [OPERATOR PHONE] (the "Operator"). The Landowner leases to the Operator the following real property located in [COUNTY], [STATE]: [LEGAL DESCRIPTION OR PARCEL NUMBERS], consisting of approximately [TOTAL ACRES] total acres, of which approximately [TILLABLE ACRES] are tillable cropland, [PASTURE ACRES] are pasture, [HAY ACRES] are hay ground, and [OTHER ACRES] are [OTHER USE, e.g., timber, waterway, building site] (the "Farm"). The Farm is identified with the Farm Service Agency as farm number [FSA FARM NUMBER], tract number(s) [FSA TRACT NUMBERS]. Buildings, grain bins, and structures included in this Lease are: [INCLUDED STRUCTURES], and the following are excluded and reserved to the Landowner: [EXCLUDED STRUCTURES AND AREAS]. The Operator has inspected the Farm and accepts it in its current condition.

2. 2. Term and Crop Years

This Lease begins on [LEASE START DATE, e.g., March 1] and ends on [LEASE END DATE, e.g., the last day of February], covering the [CROP YEAR OR YEARS] crop year(s), a term of [NUMBER OF YEARS] year(s). Unless terminated as provided in Section 13, this Lease renews automatically for successive one-year terms on the same conditions. The Operator has the right to enter the Farm before the start date to perform fall tillage, apply fertilizer, or seed a cover crop for the coming crop year, with the prior consent of the Landowner and of any outgoing operator, and has the right to enter after the end date solely to harvest a crop planted during the term and to remove equipment, in each case using reasonable care to avoid damage. Possession of any building or pasture included in the Lease begins and ends on the same dates unless stated otherwise here: [ALTERNATE POSSESSION DATES].

3. 3. Rent — Cash Rent or Crop Share

RENT STRUCTURE: this Lease is a [CASH RENT / CROP SHARE / FLEXIBLE CASH RENT] lease. If cash rent, the Operator will pay [CASH RENT PER ACRE] per tillable acre for a total annual rent of [TOTAL ANNUAL CASH RENT], plus [PASTURE RENT] for pasture and [BUILDING RENT] for any included buildings. If crop share, the Landowner receives [LANDOWNER CROP SHARE PERCENT] and the Operator receives [OPERATOR CROP SHARE PERCENT] of all grain, forage, and other crops produced, divided at [DIVISION POINT, e.g., the field, the elevator, or the bin], with the Landowner paying the same percentage of the following inputs: [SHARED INPUTS, e.g., seed, fertilizer, lime, chemicals, crop insurance premium, drying and hauling], and the Operator paying all machinery, fuel, labor, and other production costs. If flexible cash rent, the base rent is [BASE CASH RENT] per acre, adjusted by the formula: [FLEX FORMULA, e.g., base rent plus a stated percentage of gross revenue above a trigger yield and price], with the actual yield determined by [YIELD DETERMINATION METHOD] and the price determined by [PRICE DETERMINATION METHOD]. Rent for pasture is calculated as [PASTURE RENT BASIS, e.g., per acre, per animal unit month, or per head], and the stocking rate will not exceed [MAXIMUM STOCKING RATE].

4. 4. Payment Terms and Security

Cash rent is payable in [NUMBER OF INSTALLMENTS] installment(s): [FIRST INSTALLMENT AMOUNT] due on [FIRST INSTALLMENT DATE] and [SECOND INSTALLMENT AMOUNT] due on [SECOND

INSTALLMENT DATE], payable to [PAYEE] at [PAYMENT ADDRESS OR METHOD]. Rent not paid within [GRACE PERIOD, e.g., 10 days] of the due date accrues interest at [INTEREST RATE] per year or the maximum permitted by law, whichever is less. Under a crop share arrangement, the Operator will deliver the share of the Landowner to [DELIVERY POINT] within [DELIVERY PERIOD, e.g., 15 days] after harvest, will provide settlement sheets, scale tickets, and yield records within [RECORDS PERIOD, e.g., 30 days] of sale or storage, and will not sell, mortgage, or remove the share of the Landowner without written authorization. The Operator will provide a security deposit or advance rent of [SECURITY AMOUNT], if any, and the Landowner reserves all statutory landlord lien rights on crops grown on the Farm to the extent provided by the law of the State of [STATE]. Property taxes on the land are paid by the Landowner, and the Operator is responsible for personal property taxes on its own equipment and stored grain.

5. 5. Permitted Uses and Farming Practices

The Operator will use the Farm only for the production of [PERMITTED CROPS AND USES, e.g., corn, soybeans, small grains, hay, and grazing] and for no other purpose without written consent. The Operator will farm in a good and husbandlike manner consistent with generally accepted practices in [COUNTY], will control noxious weeds, brush, and invasive species as required by state law, will maintain field borders and waterways, and will not permit the Farm to deteriorate. The following practices are prohibited without written consent: [PROHIBITED PRACTICES, e.g., application of biosolids or municipal sludge, land application of manure from off-farm sources, removal of corn stover or straw from the field, fall tillage on highly erodible ground, planting of a perennial or specialty crop, or removal of trees or fence rows]. Continuous row cropping of the same crop for more than [MONOCULTURE LIMIT, e.g., two] consecutive years requires written approval. The Operator will not permit hunting, recreational vehicle use, or third-party access to the Farm except as allowed under Section 9.

6. 6. Soil Conservation and Nutrient Management

The Operator will comply with all conservation plans, wetland determinations, and highly erodible land requirements applicable to the Farm, and will not take any action that would cause the Landowner or the Operator to lose eligibility for a federal farm program. Required conservation practices include: [CONSERVATION PRACTICES, e.g., no-till or minimum tillage on designated fields, maintenance of grassed waterways and terraces, cover crops on stated acres, filter strips along waterways, and contour farming]. The Operator will apply nutrients according to a current soil test taken at least every [SOIL TEST INTERVAL, e.g., four] years, will provide copies of soil test results and nutrient application records to the Landowner on request, and will maintain soil fertility at or above the levels shown in the baseline soil test attached as Exhibit A. Chemicals will be applied by a licensed applicator in accordance with the label and all applicable law, and the Operator will maintain application records and will be responsible for any drift, misapplication, or contamination it causes. The Operator will repair rutting, compaction, gullies, and any erosion damage attributable to its operations before the end of the term.

7. 7. Government Programs, Crop Insurance, and Base Acres

The Operator will maintain the eligibility of the Farm for all federal, state, and local farm programs and will file all required reports, including acreage reports, with the Farm Service Agency by the applicable deadlines and will provide copies to the Landowner. Payments under commodity, price loss, revenue, disaster, and conservation programs will be divided [PROGRAM PAYMENT SPLIT, e.g., 100 percent to the Operator under a cash lease, or in the same ratio as the crop share], and each party will sign the forms necessary to implement that division. The Operator will not change base acres, program yields, crop history, or enroll the Farm in a multi-year program such as CRP or CSP that extends beyond the term of this Lease without the prior written consent of the Landowner. The Operator will obtain multi-peril crop insurance at a coverage level of at least [CROP INSURANCE COVERAGE

LEVEL] on all planted acres, will name the Landowner as an additional insured or loss payee to the extent of any crop share, and will provide proof of coverage by [INSURANCE PROOF DATE] each year. Indemnity payments on a shared crop are divided in the same ratio as the crop, and each party pays that same ratio of the premium.

8. 8. Improvements, Fences, Drainage, and Irrigation

The Landowner will maintain the following at its own cost: [LANDOWNER MAINTENANCE ITEMS, e.g., building roofs and structures, existing tile mains, boundary fencing, and the well]. The Operator will maintain the following at its own cost: [OPERATOR MAINTENANCE ITEMS, e.g., interior fencing, gates, waterways, ditches, culvert cleaning, and routine tile repair up to a stated cost]. Repairs to drainage tile costing less than [TILE REPAIR THRESHOLD] are paid by the Operator, and repairs above that amount are paid [TILE COST SPLIT, e.g., by the Landowner, or shared equally], with the Operator supplying the labor and machinery and the Landowner supplying the materials. New improvements, including new tile, terraces, waterways, fencing, grain storage, and irrigation equipment, require prior written approval, and the parties will agree in writing before construction on the cost split, the ownership, and any compensation to the Operator for the undepreciated value of an improvement it paid for if this Lease ends before [IMPROVEMENT DEPRECIATION PERIOD] years have passed. Irrigation, if any, is operated under water right or permit number [WATER RIGHT NUMBER], and the Operator will comply with all reporting, metering, and allocation requirements and will pay [IRRIGATION COST RESPONSIBILITY] for energy and maintenance. The Operator will not remove any fixture, tile, or improvement belonging to the Landowner.

9. 9. Landowner Access and Reserved Rights

The Landowner and its agents, lenders, appraisers, prospective buyers, and conservation technicians may enter the Farm at reasonable times to inspect, appraise, survey, show, or perform work, using care to avoid damage to growing crops, and will notify the Operator in advance except in an emergency. The Landowner reserves all hunting, fishing, and recreational rights, all timber rights, and all oil, gas, and mineral rights, together with the right to grant leases, easements, and access for those purposes, provided the Landowner compensates the Operator for documented crop damage at [CROP DAMAGE VALUATION METHOD, e.g., the average county yield times the harvest-time cash price]. The Landowner may enter to construct improvements, install conservation practices, or perform tile work, again with compensation for crop damage. If the Farm is sold during the term, the sale is subject to this Lease for the balance of the current crop year unless the parties agree otherwise in writing, and the Landowner will notify the Operator within [SALE NOTICE PERIOD, e.g., 30 days] of entering a purchase agreement. The Operator will permit the incoming operator reasonable access for fall work after harvest if this Lease has been terminated.

10. 10. Insurance, Liability, and Indemnity

The Operator will maintain farm liability insurance with limits of not less than [FARM LIABILITY LIMIT] per occurrence covering its farming operations on the Farm, automobile liability covering vehicles and equipment operated on and to the Farm, and workers compensation coverage for its employees where required by law, and will name the Landowner as an additional insured and provide a certificate before entering the Farm and at each renewal. The Operator will indemnify, defend, and hold the Landowner harmless from claims arising out of the farming operations of the Operator, the acts of its employees and contractors, chemical drift or misapplication, environmental contamination it causes, and injury to any person the Operator brings onto the Farm. The Landowner will indemnify the Operator for claims arising from the acts of the Landowner or from conditions existing before the term that were not disclosed. Neither party is liable for indirect or consequential damages, and neither party is liable for failure to perform caused by drought, flood, hail, fire, disease, quarantine, or other event beyond reasonable control, although rent obligations are not excused unless stated in Section 3.

11. 11. Assignment, Subletting, and Custom Operators

The Operator may not assign this Lease, sublet any part of the Farm, or allow any other person to farm the Farm without the prior written consent of the Landowner, and any attempted transfer without consent is void and is a default. The Operator may hire custom operators for specific field operations such as [CUSTOM OPERATIONS PERMITTED, e.g., planting, spraying, harvesting, or trucking] without consent, will identify each custom operator to the Landowner on request, and remains fully responsible for their work and their compliance with this Lease. If the Operator is an entity, a transfer of a controlling interest in that entity is deemed an assignment. This Lease binds and benefits the heirs, successors, and permitted assigns of both parties, and the death of either party does not terminate the Lease before the end of the current crop year, so that a growing crop may be completed and harvested.

12. 12. Default and Remedies

The Operator is in default if rent is not paid within [RENT DEFAULT PERIOD, e.g., 15 days] after written notice, if the Operator fails to farm the Farm in a husbandlike manner, violates the conservation or nutrient provisions, abandons the Farm or fails to plant by [PLANTING DEADLINE], assigns or sublets without consent, or fails to cure any other breach within [CURE PERIOD, e.g., 30 days] after written notice. On default the Landowner may terminate this Lease as permitted by applicable law, re-enter and take possession, complete or harvest the crop and apply the proceeds to amounts owed after deducting the costs of completion, enforce its landlord lien on crops, and recover damages including unpaid rent, the cost of repairing damage to the Farm, and reasonable attorney fees to the extent permitted by law. The Landowner is in default if it fails to perform an obligation within [LANDOWNER CURE PERIOD, e.g., 30 days] after written notice, and the Operator may then perform the obligation and offset the reasonable cost against rent, or terminate this Lease and recover documented damages. Neither party waives a right by failing to enforce it on one occasion.

13. 13. Termination Notice and Holdover

Either party may terminate this Lease effective at the end of the current lease year by delivering written notice to the other party on or before [STATUTORY TERMINATION NOTICE DATE, e.g., September 1 in states requiring notice by that date], or by the date and in the manner required by the farm tenancy termination statute of the State of [STATE], whichever provides greater protection to the receiving party. Notice will be delivered by [NOTICE METHOD, e.g., certified mail with return receipt or personal service] to the address in Section 1, and the party giving notice will retain proof of service. If proper notice is not given, this Lease automatically continues for another lease year on the same terms, including the same rent unless the parties agree in writing to a change. If the Operator remains in possession after termination without consent, the Operator is a holdover subject to removal as provided by law and is liable for the reasonable rental value of the period of holdover plus any damages caused. Termination does not affect the right of the Operator to harvest a crop planted before the termination date when this Lease or applicable law preserves that right.

14. 14. Surrender, Removal of Crops and Equipment, and General Provisions

At the end of the term the Operator will surrender the Farm in good condition, with fields free of trash, tires, twine, plastic, chemical containers, and abandoned equipment, all gates and fences in the condition received, all ruts and gullies caused by the Operator repaired, and all stored grain, machinery, and personal property removed by [REMOVAL DEADLINE]. Property not removed by that date is deemed abandoned and may be removed, stored, sold, or disposed of by the Landowner at the expense of the Operator after the notice required by applicable law. Fall-seeded crops, cover crops, and growing forage remaining at termination are handled as follows: [DISPOSITION OF STANDING AND SEEDED CROPS, e.g., the Operator is compensated for seed and application cost, or the incoming operator reimburses the outgoing operator]. This Lease is governed by the laws of the State of [STATE], with venue in [COUNTY], and the prevailing party in any action to enforce it may recover reasonable attorney fees and costs to the extent permitted by law. This Lease and its exhibits are the entire agreement between the parties, may be amended only in a writing signed by both, and if any provision is unenforceable the remainder stays in effect.

15. 15. Signatures

By signing below, each party acknowledges reading this Lease and agrees to be bound by it. LANDOWNER: Signature: ______________________. Printed Name: [LANDOWNER NAME]. Date: [DATE]. LANDOWNER (second owner or spouse, if applicable): Signature: ______________________. Printed Name: [SECOND LANDOWNER NAME]. Date: [DATE]. OPERATOR: Signature: ______________________. Printed Name: [OPERATOR NAME]. Title: [TITLE, IF ENTITY]. Date: [DATE]. Exhibits: A — baseline soil test and fertility levels; B — field map with acreage, waterways, and tile locations; C — conservation plan; D — inventory of buildings, fencing, and equipment included. Electronic signatures have the same effect as original signatures.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Farm tenancy law is highly state-specific: many states set a mandatory termination notice date that cannot be shortened by agreement, and rules on landlord liens on crops, the right to harvest after termination, recording of long-term leases, and the division of federal program payments all vary. Federal farm program eligibility and conservation compliance carry their own requirements that a lease cannot override. Consult a licensed attorney in your state and your local FSA office before relying on this document. Use of this template does not create an attorney-client relationship with ScanContract.