

Boone County Cash Farm Rental Agreement



Boone County Cash Farm Rental Agreement

Date and names of parties. This lease is entered on the 17th day of September, 2014 between:

Owner:

Name: Boone County
Contact: _____
Address: 1212 Logan Avenue, Suite 102
City, State, Zip: Belvidere, Illinois 61008
Phone: 815-547-4770

And

Renter:

Name: _____
Contact: _____
Address: _____
City, State, Zip: _____
Phone: _____

The parties to this lease agree to the following provisions.

Section 1. Description of Rented Land and Length of Tenure

- A. **Description of Land.** The landowner (Owner) rents to the Renter, to occupy and to use for agricultural purposes only, the following agricultural land in the county of Boone and the State of Illinois. The property is located at two different locations.

The first property is located at approximately 10531 Fairgrounds Road. The property pin number is 05-11-200-002. The legal description is as follows: AN IRREG 43.54 AC TR LYG IN W1/2 NE & E1/2 NW (EX PT FOR RD AS IN 93-9965).

And

The second property is located at approximately 9797 Illinois Route 76. The property pin number is 05-14-200-006. The legal description is as follows: 14-44-3 W 1/2 NE SEC 14-44-3 (EX N 5 ACS LYG W FORM RR & EX PT LYG IN FOLL DES C TR: BEG 1166.36' S NE COR NW, W 243.76' S 300' E 400' N 300' W 156.24' T & EX FORMER RR & EX PT FOR RD AS IN 07-2624 & EX BEG 2796.17' E SW COR NW 1/4 S C 14, N 683' E.

Please note that only part of this property will be rented for agricultural use to the Owner.

Both properties are approximately 68 acres of agricultural land, belonging to the Owner.

- B. **Length of tenure.** The term of this lease shall be for the from March 2015 to the end of harvest season 2016 (when crops are removed from the ground). The Renter shall surrender possession at the end of this term or at the end of any extension thereof. Extensions must be in writing and attached to this lease.

Section 2. Fixed Cash Rent

- A. Renter agrees to pay Landowner annual fixed cash rent of _____. This represents the approximately 68 acres of cropland at _____ per acre. The cash rent shall be paid in two (2) equal semi-annual installments. The first payment shall be due no later than March 1st and shall be in the amount of _____. Payment two shall be due no later than September 1st and shall be in the amount of _____.

Section 3. Investments and Expenses

- A. **The Owner agrees to furnish the property.**
- B. **Renter agrees to furnish the property and pay the items of expense listed below:**
1. All machinery, equipment, labor, fuel, and power necessary to farm the premises using the best management and operational practices.
 2. The hauling to the farm, except when otherwise agreed, of all material, which the Lessor furnishes for making repairs and minor improvements, and the performing of labor, except skilled, required for such repairing and improving.
 3. All seed, inoculation, disease-treatment materials, pesticides, herbicides and fertilizers.
 4. Water for the proper mixing of fertilizers and agricultural chemicals.
 5. Any spills of hazardous material shall be reported immediately.

Section 4. Renter's Duties in Operating Property

The Renter further agrees to perform and carry out the stipulations below.

A. **Activities required:**

1. To farm the land in a husband-like manner, following such crop rotations, till practices, fertilizer programs, and conservation measures as will build and maintain the fertility and productiveness of the land. Tenant must disclose amount of fertilizer being applied to the property.
2. To maintain the land during tenancy in as good condition as at the beginning, normal wear and depreciation and damages from causes beyond tenant's control excepted.
3. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.
4. To prevent weeds from going to seed on said premises.
5. To haul and spread all manure on appropriate fields at time and in quantities consistent with environmental protection requirements.
6. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.
7. To preserve established watercourses or ditches and to refrain from any operation that will injure them.
8. To keep fences and other improvements in good repair and condition as they are when the Tenant takes possession.
9. To prevent all unnecessary waste, or loss, or damage to the property of the Lessor.
10. To comply with pollution control and environmental protection requirements as required by local, state and federal agencies, as well as to implement soil erosion control practices to comply with the soil loss standards mandated by local, state and federal agencies.
11. To use prudence and care in transporting, storing, handling, and application of all fertilizers, pesticides, herbicides, and other chemical and similar substances; to read and follow label instructions for the use of such materials in order to avoid injury or damages to persons or property or both on the leased premises.
12. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved.
13. No chemicals will be stored on the property.
14. To generally follow Natural Resource Conservation Service and Farm Service Agency recommendations and to maintain all other requirements necessary to qualify current and future farm operations to participate in federal farm programs.
15. To surrender possession of the land and buildings peaceably at the termination of the lease.
16. To carry out all necessary actions to comply with all local, State, and Federal laws with respect to employment verification, documentation, non-discrimination, and minimum wage requirements for any person employed to farm the premises during tenancy.

B. **Activities Restricted:**

1. Not to assign this lease to any person or persons or sublet any part of the premises herein leased.
2. Not to plow permanent pasture or meadowland.
3. Not to allow any stock on any tillable land except by annual agreement.
4. Not to enter into any agreement, contract, or other farming or business arrangement that alters rights in the Owners' security interest, right of entry, default or possession.
5. Not to permit, encourage, or invite other persons to use any part of all of this property for any purpose or activity not directly related to its use for agricultural production, except as specifically noted here.

Section 5. Management and Business Procedures

The Owner and Renter agree that they will observe the following provisions.

- A. **General Cropping System.** Except when mutually decided otherwise, the land use and cropping shall be rotated crops.
- B. **Insurance.** For the term of the lease, Renter shall maintain insurance with a carrier acceptable to the Owner, insuring Renter while performing on the premises. Renter will name Boone County as additionally insured at a minimum of \$1 million for general liability insurance and property insurance. Renter shall furnish Owner with a Certificate of Insurance and give notice of termination of coverage.
- C. **Conservation.** Both Owner and Renter affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that are consistent with their needs and desires for acceptable current returns to their individual inputs on the leased premises. To these ends they agree to implement as far as possible the best management practices.
- D. **Tenant responsible for hired labor.** The Renter shall be solely responsible for all employer obligations on hired labor with respect to safety requirements and social security and workers' compensation contributions, and the Owner shall have no responsibilities therefore.
- E. **Obligations incurred during tenancy.** This lease shall not give rise to a partnership relationship, and neither party shall have the authority to obligate the other without written consent, except as specifically provided in this lease.
- F. **Right of Entry.** The landowner reserves the right for them, their agents, their employees, or their assigns to enter the farm at any reasonable time for purposes of: (a) consultation with the tenant; (b) making repairs, improvements, and inspection; (c) developing mineral resources; and (d) after notice of termination of the lease is given, for purposes of plowing, seeding, fertilizing, and such customary seasonal work, none of which is to interfere with the tenant in carrying out regular farm operations.

Section 6. Additional Lease Provisions

I/We, the parties to the Agreement acknowledge receipt of a copy of the Agreement, that I/we have read the Agreement, and understand and accept the requirements and provisions therein, and agree to abide by them. The Boone County Board also reserves the right to reject any and all bids and waive any technicalities. The Board also reserves the right to allow the current tenant the right to match the best bid and renew the agreement.

Signature of parties to lease:

Owner

Date

Renter

Date

Point of Contact for resolving questions regarding this Lease is Ken Terrinoni and/or Justyn Miller at (815)-547-4770.