## Farm lease agreement

**Date of Farm Tenancy: [date]** 

The Landlord: [name]

The Tenant: [name]

Farm Tenancy of: [property address]

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Schedule 1 Rights reserved

Schedule 2 Tenant's incoming fixtures

The Landlord is: [name] of [address]

The Tenant is: [name] of [address]

The Guarantor is: [name] of [address]

Start date of Farm Tenancy: [date]

End date of Farm Tenancy: [date]

#### 1. Definitions

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. . . . . . . . . .

For New South Wales users

"Act" means the Agricultural Tenancies Act 1990 as

amended.

OR for Queensland users

"Act" means the Property Law Act 1974 as amended.

OR for WA users

"Act" means the Property Law Act 1969 as amended

OR for Tasmania users

"Act" means the Landlord and Tenant Act 1935

■ ■ .

OR for South Australia users

"Act" means the Landlord and Tenant Act 1936

 $\blacksquare$   $\blacksquare$  .

OR for Victoria users

"Act" means the Property Law Act 1958 as amended.

## OR for Northern territory

"Act"	means the Law of Property Act 2000 ■ ■ ■ ■ ■ ■ ■ .
"Break Date"	means [12th October] in any year.
"Buildings"	means all of the buildings now $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$
"Entitlements"	means a right to receive payment or grant from a governmental authority under
"Farm Tenancy"	means this agreement, a farm tenancy.
"Insured Risks"	means the risks of loss or damage by any naturally occurring event, fire, explosion, terrorism, civil commotion, malicious damage, impact by vehicles and by aircraft and articles dropped from aircraft (other than war risks), bursting and overflowing of water
"Holding"	means the land situate at [address inc post code, state and property identification code] and all structures on it, including the Buildings, hard standings,
"Landlord"	includes the person or persons from time to time entitled to possession of the Holding
"Plan"	means the plan[s] attached to this Farm Tenancy which identify the $\blacksquare$
"Rent"	means the rent payable under this Farm Tenancy.
"Tenant's Fixtures"	means the fixtures and fittings to $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$
"Term"	means the term this agreement, namely [number] years commencing [today /date] • • • • • • • • •

# 2. Interpretation

In this	Farm Tenancy unless the
2.1.	whenever more than one person or company is the Tenant or the Guarantor, their obligations can be enforced against ••••;
2.2.	any agreement by any party not to do or omit to do something is deemed to include an obligation not to allow or permit • • • • • • •
	===;
2.3.	[except where stated otherwise], any obligation of any person arising from this = = = = = = = = = = = = = = = = = = =
2.4.	any reference to "the Holding" includes • • • • • • • • • • • • • • • • • • •
2.5.	if at any time a period of notice specified in this agreement exceeds the minimum period specified by law, the period specified in ■ ■ ■ ■ ■
	;
2.6.	in this agreement references to a party include references to a person to whom those rights and obligations are transferred or pass as a result of
2.7.	the headings to the paragraphs and schedules (if any) of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.8.	all money sums mentioned in this agreement are calculated net of GST, which will be charged when ••••••••••••••••••••••••••••••••••••
2.9.	a reference to a right of the Landlord to have access to the Holding is to be construed as extending to any head landlord or mortgagee

	2.11.	a reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that •••••;
	2.12.	this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or
		<b>-</b> .
3.	Enti	re agreement
	3.1.	This Farm Tenancy agreement contains the entire agreement between the parties and supersedes all   I I I I I I I I I I I I I I I I I I
	3.2.	Each party acknowledges that, in entering into this Farm Tenancy, he does not rely on any representation, warranty, information or document or other term not forming
	3.3.	[The Tenant acknowledges that prior to signing this agreement ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	3.4.	Apart from the express obligations of the Landlord contained in this agreement the Landlord owes no other obligation nor •••••••••••••••••••••••••••••••••
4.	The	Farm Tenancy
	4.1.	The Landlord and the Tenant agree and acknowledge that the Holding let by this Farm Tenancy shall be ••••••••••••••••••••••••••••••••••
	4.2.	By this Farm Tenancy, the Landlord lets and the Tenant takes the Holding for the Term at the Rent and subject

2.10. a reference to "the last year of the Term" or to the "end of the Term" is

a reference to ••••••••••••••••••••••

4.3.	The Holding is let subject to all rights, easements, restrictions, covenants
4.4.	The rights specified in [Schedule 1] are • • • • • • • • • • • • • • • • • • •
4.5.	All payments which may be due by the
4.6.	Except so far as provided in this Farm Tenancy,
4.7.	The Tenant may by written notice of not less than [six]
Ren	and other payments
5.1.	The Rent • • • • \$ [ • • • • ] • • • • • • .
5.2.	The Tenant shall pay to the Landlord:
	the Rent, in advance, without any deduction whether
	J.  5.2.2 a fair proportion (decided by a surveyor nominated by the Landlord)   ,
5.3.	For each of the above payments, an appropriate
5.4.	The Tenant shall = = = = = = = = = = = = = = = = = =
	5.4.1 any works to • • • • • • • • • • • • • • • • • •
	4.4. 4.5. 4.6. 4.7.  Rent 5.1. 5.2.

	5.4.2	dealing with any application by
Pleas	e keep ir	•; n place • • • • • • • • • • • • • • • • • • •
	> "	
	For Vic	toria users
	5.4.3	preparing and serving a notice of a breach of the $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$ $\blacksquare$
		;
	OR For	Queensland users
	5.4.4	preparing and serving a notice of a breach of $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$
		124
	OR For	New South Wales users
	5.4.5	preparing and serving a notice of a breach of the <b>a a a a a a a a a a a a </b>
		•••••
	OR For	Tasmanian users
	5.4.6	preparing and serving a notice of a breach of the Tenant's   , , , , , , , , , , , , , , , , , ,
		<b> 1884 </b>
	00.5-	
		Western Australia users
	5.4.7	preparing and serving a notice of a breach of the   ,
		;
	OR For	Northern Territory users
	5.4.8	preparing and serving a notice of a breach of the <b>= = = = =</b>
		.,

OR For South Australia user	OR	For	South .	Austral	ia use	rs
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	5.4.9	preparing and serving a notice of a breach of the
		••••••
	5.4.10	preparing and serving a • • • • • • • • • • • • • • • • • •
5.5.		nts to the Landlord shall be made by [Internet transfer / or ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
5.6.	[Despit	e the above provisions, the <b> </b>
<b>-</b>	hor D	avmanta

## 6. Further Payments

	enant agrees • • • • • • • • • • • • • • • • • •
6.1.	all periodic rates, state taxes and other applicable taxes, relating to the
6.2.	all charges for services • • • • • • • • • • • • • • • • • • •
6.3.	
0.0.	

## 7. Interest

If any payment is more than [seven] days overdue, the Landlord is entitled to interest on

	- 1	•	•	] [	3 %	) <b>=</b>	•	•		•	]. •	•		•		•	•	•	•	■ ,	•	
•																						

# 8. Tenant's positive obligations

The Tenant agrees and undertakes that he will:

	chart agreed and andortaked that no will.
8.1.	use the Holding throughout the Term for an agricultural
	;
8.2.	if applicable to this Farm Tenancy, pay stamp duty and register this agreement
	;
8.3.	[at all times personally
8.4.	give the Landlord a copy of
	••;
8.5.	produce to the Landlord at his request not more than once • • • • • • • • • • • • • • • • • • •
	;
8.6.	if requested, supply to
8.7.	supply free of charge to the Landlord
8.8.	supply immediately on receipt to the
	•••••;
8.9.	immediately notify the Landlord of any encroachment on the Holding ■

8.10.	comply	with the terms of every law regulating
8.11.		with all laws
8.12.	maintai	n the state and ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
8.13.		once in every year, •••••••, ••••, •••••
8.14.		ct its business in • • • • • • • • • • • • • • • • • •
8.15.	clean, r	maintain and keep free from
8.16.		n the Holding's drains and outfalls.
	preven	t damage to the Buildings
8.18.		n and keep clean the exterior of the <b>■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■</b>
8.19.	•	n appropriate number of stock on the Holding having regard ■ ■
8.20.	comply	with all laws
8.21.	comply	with any limitations on stocking density, mowing, fertilising, ■ ■
8.22.	maintai	n:
	8.22.1	all walls and • • • • • • • • • • • • • • • • • • •
	8 22 2	hedges reasonably cut back and stock proof:

	8.22.3	gates, ironmongery and stiles in good order;
	8.22.4	all ditches • • • • • • • • • • • • • • • • • • •
	8.22.5	all public rights of way;
	8.22.6	Buildings in good and watertight condition;
	8.22.7	the trees on •••••;
8.23.	take all	reasonable steps to preserve
8.24.	■;■■	e Holding free from infestation by insects
8.25.	-	e Holding clean and free <b> </b>
8.26.		asonable precautions • • • • • • • • • • • • • • • • • • •
Rest	trictio	ns on Tenant
		:
9.1.		sublet, charge, part with or share possession or
0.0		
9.2.	make a	ny agreement with another <b></b>
9.3.	object t	o any development application submitted
9.4.		act any building or • • • • • • • • • • • • • • • • • •

9.

9.5.	allow any person to trespass on, reside in or occupy any part of
	•••••
9.6.	deposit or bury any rubbish on the Holding;
9.7.	accumulate or allow to accumulate anything ••••••, ••••, ••••
9.8.	bring onto or allow <b>• • • • • • • • • • • • • • • • • • •</b>
9.9.	introduce any disease • • • • • • • • • • • • • • • • • • •
9.10.	bring onto or store on
9.11.	bring onto or store on the •••••••••••••••••••••••••••••••••••
9.12.	contaminate or obstruct • • • • • • • • • • • • • • • • • • •
9.13.	obstruct any public right of way
9.14.	waste water;
9.15.	set up any
9.16.	apply for development approval relating • • • • • • • • • • • • • • • • • • •
9.17.	fix to the Holding any pole • • • • • • • • • • • • • • • • • • •
9.18.	pour into any pipe or drain any trade waste or

9.19.	remove or change • • • • • • • • • • • • • • • • • • •
9.20.	remove from the ••••;
9.21.	cease carrying on business in the Holding or leave the Holding continuously unoccupied for more than one month • • • • • • • • • • • • • • • • • • •
9.22.	change or install any locks and other
9.23.	use the Holding for any activity which is dangerous, offensive, noxious,
9.24.	over-graze • • • • • ;
9.25.	contaminate or obstruct = = = = = = = = = = = = = = = = = = =
9.26.	plough up any permanent pasture;
9.27.	remove from the ••••••, •••••, •••••
9.28.	Use any device to locate, ••••, ••••••••••
9.29.	remove or alter any fence hedge ditch or other
	•;
9.30.	permit camping or • • • • • • • • • • • • • • • • • •
9.31.	allow to take place on the Holding
	,

9.32.	grow on the same	••:
	Period	Сгор
	10 Years	Wheat
	03 years	Barley
	05 Years	Sorghum
	05 Years	Cottonseed
	05 Years	Canola
9.33.	· ·	consent of the Landlord, enter
	•••••	
9.34.	burn straw or stubble or	the Holding.
Enti	tlements	
Imme	diately following the gran	t of the Farm Tenancy both parties shall ■ ■ ■
	:	,
10.1.	take all necessary ■ ■ ■	
	•••••	■ ■ ;
10.2.	not do or omit to do any	thing which does
	•;	
10.3.	not do or omit to do any	thing = = = = = = = = = = = = = = = = = = =
10.4.		f the Farm Tenancy, transfer the Entitlements

10.

	10.5.	after the end of the Term,
11.	Ten	ant's fixtures
	11.1.	The Tenant intends to bring = = = = = = = = = = = = = = = = = = =
	11.2.	At the end of the Term the
12.	Defa	ault notice by Landlord
	12.1.	If the Tenant is in default of any provision of this   ,  ,  ,  ,  ,  ,  ,  ,  ,  ,  ,  ,  ,
	12.2.	If the Tenant fails to remedy the default within seven
		••••••
13.	Ten	ant indemnifies Landlord
	The T	enant agrees to • • • • • • • • • • • • • • • • • •
	13.1.	any act, omission or negligence of his, or any person at the Holding ■ ■
	13.2.	any act, omission or negligence of
	13.3.	the application by any person,

## 14. Insurance

## Landlord is responsible for insurance

14.1.	A risk shall cease to be treated as $\blacksquare$	
14.2.		
14.3.		
14.4.		
14.5.		
	,	
	enant is responsible for insurance	
	enant undertakes to:	
14.6.		
		••
14.7.		

	14.9.
	14.10.
	14.11.
	14.12.
15.	Access for Landlord
	,
	15.1.
	15.2.
	15.3. to comply with any statutory obligation;
	15.4
	],""
	],;

14.8.

15.7.	
Conditions for access for the Landlord are:	
15.8.	
15.9.	
15.10.	
Rent review	
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3	
Termination  17.1.	
Termination  17.1.  17.2.	
3 • • • • • • • • • • • • • • • • • • •	
	Conditions for access for the Landlord are:  15.8.

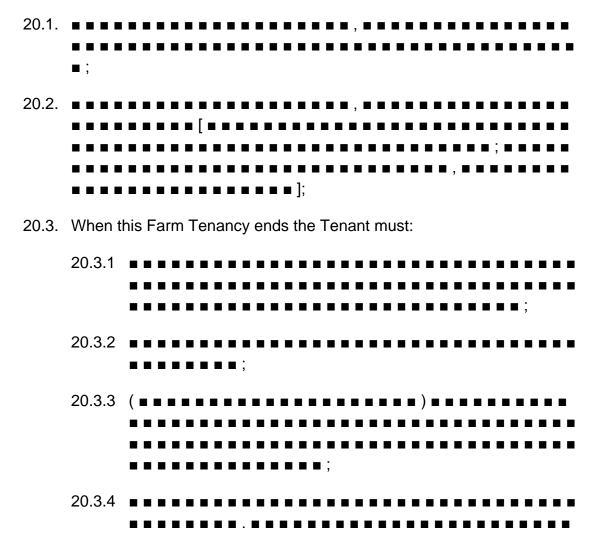
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18.2.
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18.3.
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18.4.
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18.6.
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#### 19. Forfeiture

19.1.1 19.1.2 19.1.3

	19.1.4	 • • • •	• • • •		••••	. ■ , ■ ■	••••	
						<b></b>		
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	19.1.5							
				••••				
	19.1.6							
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19.2.								
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	•							

#### 20. At and after termination



	20.4.		:: :::		:: ::	::	• ;	••	•		•••	-	•••	•••	-	•		•	•	•	• •
	20.5.	,	•		•••	•••		••	• •	•	•••	-	•••	 •••	-	•	• •	•	•	•	= =
21.	Misc	ellar	neou	ıs n	nat	ter	'S														
	21.1.		•••																		
	21.2.	:::					, ■	 •													
	21.3.	:::																			
	21.4.																				
	•••			• • •		• • •	• •	 •			•		•	 •	- 1		. =				ı

For Victoria users

21.5.				62		
	or Queensland us			239		
	or Western Austra			• • • 41 • •		
<i>OR F</i> <sub>0</sub>	or New South Wa			1919	• • • • • • • • • • • • • • • • • • •	••••
21.0.						
	or Tasmania user	16	• • • • • •			
	or Northern Territo	ory users				••••
21.10.				 	• • • • • •	••••

OR For South Australia users
21.11.
21.12.
21.13.
21.14.
21.15. [
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21.16.
It shall be deemed to have been delivered:
••••72••••••;
••••••••••••••••••••••••••••••••••••••

•••	]
21.17.	
	e named parties by their representatives who personally er authorisation by their respective employer or principal to
	,
[Name]:	
Signature:	
Witness:	signature:
Name:	
Address:	
	••••••, •••••
[Name]:	

Signature:		
Witness:	signature:	
Name:		
Address:		
	[	]
Witness:	signature:	
Name:		
Address:		

# Schedule 1: rights expressly reserved

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11.			
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12.			
13.			
14.	••••••		

# Schedule 2: Tenant's incoming fixtures

# **Explanatory notes**

#### Farm lease agreement

## **General matters**

### 1.

2.

3.

3.2.

What to delete						
The law is prescriptive in this industry. This document complies with the law but is designed to protect the interest of the landlord. In particular, we have provided a menu of approximately 70 tenant's covenants. It is easier for you to delete what you do not want than to add what you do want. So we						
We suggest that if you are not sure of the effect of a term, leave it in.  Everything						
Signing						
This document may be signed under hand that is, not signed "as a deed". However, as a matter of pure law it is our opinion that this document creates an interest in land which requires to be signed as a deed. Our advice						
Legal draftsmen have always provided for signature at the end of the document. However, it is always easy to change a page fraudulently. Today, best practice for an important document is to sign were shown and for						
What to give your tenant						
When you have edited this document you will send it to your proposed tenant. He may reasonably ask						
3.1. Evidence that you own the freehold. It would be usual to show a copy of your certificate of title, preferably						

If the property is charged to a lender, you will have to show a copy of

the lender's consent to the transaction in the form of a letter setting out the main points of the farm tenancy, or a copy of the agreed version,

signed	by	the	 I <b>=</b>	■ ,	, ■	 		<b>=</b> !	-	•			, ■			

#### 4. What to take up on completion

- 4.1. The counterpart farm tenancy: that is to say the copy signed by the tenant. (He = = = = = = = = = = = = = = = = = ).
- 4.2. The rent, apportioned to the next  $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$ .

#### 5. Registration

The lease term can be as long as you want. In most states, if the lease period exceeds three years, it should be registered with the Land Title Office. If you want to register the lease,

New South Wales: https://rg-

<u>guidelines.nswlrs.com.au/land\_dealings/dealing\_requirements/leases/lease07\_lNorthern\_Territory:</u>

https://nt.gov.au/property/land/land-titles-forms-and-fees

#### Queensland:

https://www.business.qld.gov.au/industries/building-property-development/titles-property-surveying/titles-property/help/practice-manual

South Australia:

http://www.sa.gov.au/topics/property-and-land/land-services

Tasmania:

http://dpipwe.tas.gov.au/land-tasmania/land-titles-office

Victoria:

https://www.propertyandlandtitles.vic.gov.au/land-titles/certificates-of-title

Western Australia:

https://www0.landgate.wa.gov.au/for-individuals/Land-Transactions-toolkit/land-titles-registration-policy-and-procedure-guides/practice-manual/encumbrances,-interests-and-limitations/lea-01-leases-of-land

# Paragraph specific notes

1.

Notes referable to specific numbered paragraphs

Definitions
We believe it is bad drafting practice to randomly capitalise words which are not defined terms. For ••••, •••••, •••••, •••••
Definition of Act
We have provided reference of relevant laws for each state in options. The user of this document is suggested to keep the paragraph in related to his/her
•••••
<b>Break Date:</b> this is the date when a tenant can terminate. Obviously, it has to be at the end of $\blacksquare$
<b>Holding:</b> substitute some alternative work if you wish. We cannot over emphasise the importance of a full specification of the subject matter of the farm tenancy. If it is complicated
-,
A further tip is to take photographs, particularly close-up to any feature, so that the condition is clear. If the holding is in excellent condition, the landlord will benefit
,
If the holding is simply a piece of land, $\blacksquare \blacksquare \blacksquare$
Term: A farm tenancy may be from year to year. It does not have to be for a ■

## 2. Interpretation

	Leave these items in place unless there is a good reason to   I I I I I I I I I I I I I I I I I I
3.	Entire agreement
	This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If other documents are to be relied on,
	There is no legal requirement for the tenant to take independent advice ■ ■ ■
4.	The Farm Tenancy
	We advise no change to any but the last • • • • • • , • • • • • • • • • • • •
	This paragraph covers a reservation of general rights. In addition, we have provided for a schedule of rights.
	••••••
	Make sure the notices referred to have been given. They must not be written into the document.
	This paragraph also contains the usual landlord's warranty for " = = = = = = .".
5.	Rent and other payments
	This paragraph contains detailed commercial terms.
	We have provided reference of relevant laws for each state in options. The user of this document is suggested to keep the paragraph in related to $\blacksquare$ $\blacksquare$ $\blacksquare$
	Important: the last sub-paragraph provides for a rent free period. However, it

is better practice to deal with any money concession to the tenant in a side

	letter and to
6.	Further payments
	We have no comment.
7.	Interest
	This provision crystallizes the landlord's entitlement when otherwise $\blacksquare$ $\blacksquare$ $\blacksquare$
8.	Tenant's positive obligations
	This and the following paragraph provide a very large menu from which you select those items that are relevant to
9.	Restrictions on Tenant
	See previous comment.
10.	Entitlements
	This paragraph is drawn broadly to cover the obligations,
11.	Tenants fixtures
	This paragraph merely provides
12.	Default notice by Landlord
	We have no comment.
13.	Tenant indemnifies Landlord
	Few draftsmen include an indemnity in a farm tenancy because the
	The second sub-paragraph merely provides a specific item for the sake ■ ■ ■

14.	Insurance
	Who will insure?
	A current issue with insurance is where the insurer draws
	The landlord should be sure that he
	•••••
15.	Access for Landlord
	Essential, but the tenant
16.	Rent Review
	The lowest cost would be
17.	Termination
	The way to end farm tenancy
	In New South Wales, Queensland and Northern Territory
	The law in other states

18.

Guarantor

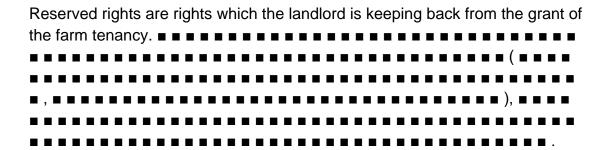
Whether a guarantor is required is entirely a commercial decision. We suggest that in the case of a grant to a limited company, you should always obtain personal guarantees
The last sub paragraph refers to the position where the farm tenancy
Forfeiture
These provisions are usual.
At and after termination
Practical and legal matters you may find useful.
Miscellaneous matters
Apart from the
We have provided reference of relevant laws for each state in options.
■ .  A provision for mediation has been included in place of the more usual ■ ■ ■ , ■ , ■ ■ , ■ , ■ ■ ,

## Schedule 1 Rights reserved

19.

20.

21.



#### Schedule 2 Tenant's incoming fixtures

We have no comment.

### **End of notes**