

## Farm lease agreement

**Date of Farm Lease:** [Date]

**The Landlord:** [Name]

**The Tenant:** [Name]

**Farm Lease of:** [ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ]

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[illegible]

### 3. Entire agreement

3.1 This Farm Lease agreement contains the entire agreement between the parties and supersedes all [REDACTED].

3.2 Each party acknowledges that, in entering into this Farm Lease, he does not rely on any representation, warranty, information or document or other term not forming [REDACTED] [REDACTED - REDACTED];

3.3 [The Tenant acknowledges that prior to signing this agreement [REDACTED]].

[illegible]

## 4. The Farm Lease

[illegible][illegible][illegible]

4.4 The rights specified in Schedule 1 are expressly ■■■■■■■■■■  
■■■■■.

4.5 All payments which may be due by the Tenant to the Landlord from time to time shall .

4.6 Except so far as provided in this agreement, the Landlord will not interfere with Tenant's peaceful use of ■■■■■■, ■■■■■■  
■■■■■■■■■■■■■■■■■■■■.

4.7 The Tenant may by written notice of not less than [six] months, terminate this agreement on any Break Date after [ ].

## 5. Rent and other payments

5.1 The Rent is \$ [10,000] ■ ■ ■ ■ ■ ■ ■ ■ .

5.2 The Tenant shall pay to the Landlord:

[illegible]

5.2.2 a fair proportion (decided by a surveyor nominated by the Landlord) of the cost of repairing maintaining and cleaning party

5.3 For each of the above payments, an appropriate apportionment shall be made for the period from now until the [REDACTED] [REDACTED] .

5.4 The Tenant shall also pay to the Landlord [REDACTED] [REDACTED] :

5.4.1 any works to the Holding which the Landlord [REDACTED] [REDACTED] ;

5.4.2 dealing with any application by the Tenant for consent or approval, [REDACTED] ;

5.4.3 preparing and serving a notice of a breach of the Tenant's obligations, even if forfeiture of [REDACTED] [REDACTED] ;

5.4.4 preparing and serving a schedule of dilapidations either during the Farm [REDACTED] .

5.5 Payments to the Landlord shall be made by [direct debit / Internet transfer / other] to the bank account of the Landlord, [REDACTED] [REDACTED] [REDACTED] .

5.6 [Despite the above provisions, the Tenant need not pay Rent for a period of [REDACTED] [REDACTED] [REDACTED] / [REDACTED] ].

The Tenant agrees \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_:

[illegible][illegible]





- [illegible]

- [illegible]

## 9. Restrictions on Tenant

The Tenant ■■■■■■■■■■:

- [illegible]

- [illegible]


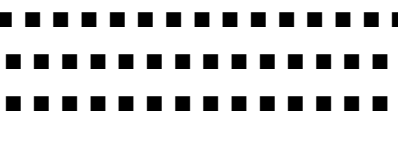
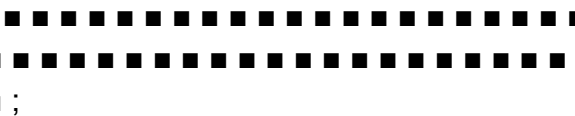
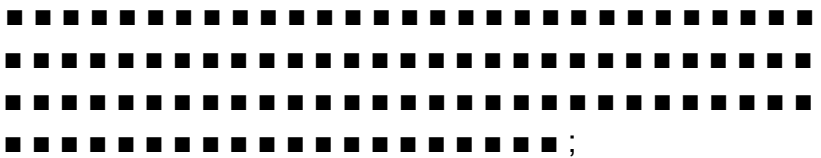
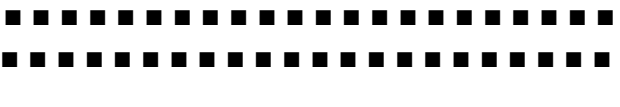
- [illegible]

Period	Crop
10 years	Daffodils
3 years	Sugar Beet
5 years	Potatoes
5 years	Carrots
5 years	Onions

- [illegible]

## 10. Entitlements

Immediately following the grant of the Lease both parties shall take \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ . \_\_\_\_\_ , \_\_\_\_\_  
 \_\_\_\_\_ :

- 10.1 take all necessary  ;
- 10.2 not do or omit to do anything which does  ;
- 10.3 not do or omit to do anything  ;
- 10.4 before the termination of the Lease, transfer the Entitlements to the  
Landlord or  ;
- 10.5 after the end of the Term,  .

## 11. Redundant Buildings

- [illegible]



## 15. Insurance

### 15.1 “Insured Risks” means:

[illegible]

15.1.2 that definition is subject ..... , .....  
..... .

***Landlord is responsible for insurance***

[illegible]

15.3 The Landlord will keep the Holding and all live and .....  
.....,  
.....,  
.....

15.4 If damage is caused to the Holding or stock by an Insured Risk, the  
 ( )  
 ).

[illegible]

15.6 Provided that the Tenant is not responsible for any damage for which the Landlord is compensated under the insurance policy, then if the

**OR, Tenant is responsible for insurance**



The Tenant undertakes to:

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

## 16. Access for Landlord

[illegible][illegible][illegible]

16.3 to comply with any statutory obligation;





## 20. Forfeiture

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

20.2

.

## 21. At and after termination

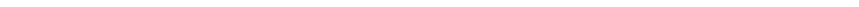
[illegible][illegible]

[illegible][illegible]

22.4

[The following text consists of multiple lines of black squares representing redacted information.]

[illegible][illegible][illegible][illegible]

22.9 [  ].

[illegible]

It shall be deemed to have been delivered:

[illegible][illegible][illegible]



## Schedule 1: Rights expressly reserved

- [illegible]



11.  $(\frac{1}{2} + \frac{1}{2}i)^{10} = (\frac{1}{2} + \frac{1}{2}i)^2)^5 = (-\frac{1}{2} + \frac{1}{2}i)^5 = (-\frac{1}{2})^5 (\frac{1}{2} - \frac{1}{2}i)^5 = -\frac{1}{32} (\frac{1}{2} - \frac{1}{2}i)^5$ .
12.  $(\frac{1}{2} + \frac{1}{2}i)^{10} = (\frac{1}{2} + \frac{1}{2}i)^2)^5 = (-\frac{1}{2} + \frac{1}{2}i)^5 = (-\frac{1}{2})^5 (\frac{1}{2} - \frac{1}{2}i)^5 = -\frac{1}{32} (\frac{1}{2} - \frac{1}{2}i)^5$ .
13.  $(\frac{1}{2} + \frac{1}{2}i)^{10} = (\frac{1}{2} + \frac{1}{2}i)^2)^5 = (-\frac{1}{2} + \frac{1}{2}i)^5 = (-\frac{1}{2})^5 (\frac{1}{2} - \frac{1}{2}i)^5 = -\frac{1}{32} (\frac{1}{2} - \frac{1}{2}i)^5$ .
14.  $(\frac{1}{2} + \frac{1}{2}i)^{10} = (\frac{1}{2} + \frac{1}{2}i)^2)^5 = (-\frac{1}{2} + \frac{1}{2}i)^5 = (-\frac{1}{2})^5 (\frac{1}{2} - \frac{1}{2}i)^5 = -\frac{1}{32} (\frac{1}{2} - \frac{1}{2}i)^5$ .

## **Schedule 2: Redundant Buildings**

## **Schedule 3: Tenant's incoming fixtures**

## Consent of Non-Ownning Spouse


□ □ □ □ , [ □ □ □ □ □ □ □ □ ] □ □ □ □ - □ □ □ □ □ □ □ □ □ □ □ □ □ □ [ □ □ □ □ □ □ □ □ ]

[illegible]

[Signature of Non-Ownning Spouse]

## Certificate of Acknowledgement

[illegible][illegible]

- a) 
- b) understands his or her rights in the homestead.

....., .....  
 .., ..... / .....  
 ..... , ..... , ..... , ..... ,  
 ..... .


Signature

$$[ \text{■■■■}, \text{■■■■■■■■}, \text{■■■■■■■■■■■■■■■■■■■■}, \text{■■■■■■■■■■■■■■■■■■} \\ \text{■■■■■■■■■■} ]$$

## Affidavit of Landlord

[illegible]

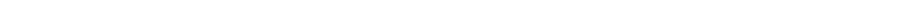
1. I am the landlord.

2. 



OR

3. I have no spouse.

OR

4. 

*OR*

5.  . 

OR

6.  $\frac{1}{2} \left( \frac{1}{2} + \frac{1}{2} \right) = \frac{1}{2} \left( 1 \right) = \frac{1}{2}$ .

OR

7. 

Sworn before me at \_\_\_\_\_ )

in the Province of \_\_\_\_\_ )

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. )

[Signature of Landlord]

## Explanatory notes:

## Farm lease agreement

## General notes

## 1. What to delete

[illegible]

We suggest that if you are not sure of the effect of a term, leave it in.  
Everything " " .

## 2. What to give your Tenant

When you have edited this document you will send it to your proposed Tenant. He may reasonably ask ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■  
■■ :

---

- [illegible]

### 3. What to take up on completion

When you meet to complete, you should expect ■■■■■■■■■■:

- 4.1 The counterpart farm lease: that is to say the copy signed by the Tenant. (He ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■).
- 4.2 The rent, apportioned to the next ■■■■■■■■■■.

#### 4. Registration of a Lease





**Term:** A farm lease may be from year to year. It does not have to be for a fixed term. In any event, you still have .

[illegible][illegible][illegible]

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.

[illegible]

This paragraph contains detailed commercial terms.

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

[illegible]

## 8. Tenant's positive obligations

[illegible]

## 9. Restrictions on Tenant

See previous comment.

## 10. Entitlements

[illegible]

## 11. Redundant Buildings

You may not have buildings which are of little or . . . . .  
 . . . . .

## 12. Tenants fixtures

[illegible]

### 13. Default notice by Landlord

We have no comment.

#### 14. Tenant indemnifies Landlord

[illegible]

The second sub-paragraph merely provides a specific item for the sake of good order. Why? Because some uses, like waste re-cycling, ■ ■ ■ ■ ■ ■ ■ ■

## 15. Insurance

## 16. Access for Landlord

## 17. Rent Review

## 18. Termination

## 19. Guarantor

..... ( ..... )  
..... )

**20. Forfeiture**

These provisions are usual.

**21. At and after termination**

Practical and legal matters you may find useful.

**22. Other matters**

Apart from the ..... , .....  
..... .

A provision for mediation has been included in place of the more usual .....  
..... , ..... ,  
..... .  
.....  
..... .

**Schedule 1 Rights reserved**

Reserved rights are rights which the Landlord is keeping back from the grant  
of the farm lease. ....  
..... ( .....  
.....  
..... ), .....  
.....  
..... .

**Schedule 2 Redundant Buildings**

We have no comment.

**Schedule 3 Tenant's incoming fixtures**

We have no comment.

**Consent of Non-Ownning Spouse**

A sample form, Consent of Non-Ownning Spouse, is provided. The .....  
..... - .....  
..... ( ..... ) .....  
.....

.....  
.....

The Homesteads Act requires that the landlord's non-owning spouse give written consent (Consent ..... ) .....  
..... " " .....  
..... ( ..... ) .....  
.....  
..... .

### Certificate of Acknowledgement

The Homesteads Act also requires that the non-owning spouse appear before a solicitor, notary public, justice of the peace, or court judge to have "The Certificate of Acknowledgement" completed. ....  
..... - ..... / .....  
..... / .....  
..... " ..... - ..... " ..... / .....  
.....  
..... . " .....  
..... " .....  
..... , .....  
..... , .....  
.....  
.....  
.....  
..... .

### Affidavit of Landlord

Complete the Affidavit of Landlord form if the landlord has no spouse, .....  
.....  
..... , .....  
.....  
..... .

End of notes