Farm lease agreement

Date of Farm Lease: [Date]

The Landlord: [Name]

The Tenant: [Name]

Farm Lease of:

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The Landlord is: [name]

of [address]

The Tenant is: [name]

of [address]

The Guarantor is: [name]

of [address]

1. Definitions

In this Farm Lease the for it is clear ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	ollowing words shall have the meanings shown unless
"Break Date"	means [1st June] in any year.
"Buildings"	means all of the buildings now
"Entitlements"	means a right to receive payment or grant from a governmental authority under
"Farm Lease"	means this agreement, a Farm Lease.
"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 [legal description of land/property currently known as] 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 Lease which identify the $\blacksquare \blacksquare \blacksquare$
"Rent"	means the rent payable under this Farm Lease, namely \$ [• • • •] • • • • • • .
Tenant's Fixtures	means the fixtures and fittings to \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
"Term"	means the term this agreement, namely [number] years commencing [today /date] = = = = = = = = = = = = = = 1st = = = [= = =].

2. Interpretation

In this agreement unless the context otherwise requires:

III UIIS	s agreement unless the context otherwise requires.
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

2.7	The headings to the paragraphs and schedules (if any) of \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
2.8	All money sums mentioned in this agreement are calculated net of GST/HST, which will be charged when • • • • • • • • • • • • • • • • • • •
2.9	A reference to a right of the Landlord Landlord to have access to the Holding is to be construed as extending to any head Landlord or mortgagee
2.10	A reference to "the last year of the Term" or to the "end of the Term" is a reference to •••••••••••••••••••••••••••••••••••
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
Enti	re agreement
3.1	This Farm Lease agreement contains the entire agreement between the parties and supersedes all ••••••••••••••••••••••••••••••••••
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 ••••••••••••••••••••••••••••••••••••
3.3	[The Tenant acknowledges that prior to signing this agreement I I I I I I I I I I I I I I I I I I

3.4	Apart from the express obligations of the Landlord contained in this agreement the Landlord owes no other obligation nor
The	Farm Lease
4.1	The Landlord and the Tenant agree and acknowledge that the Holding let by this agreement shall be ••••••••••••••••••••••••••••••••••
4.2	By this Farm Lease the Landlord lets and the Tenant takes the Holding for the Term at the Rent and
4.3	The Holding is let subject to all rights, easements, restrictions, covenants
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 [\blacksquare
Ren	t and other payments
5.1	The Rent is \$ [10,000] ■ ■ ■ ■ ■ ■ ■ .
5.2	The Tenant shall pay to the Landlord:
	5.2.1 the Rent, in advance, without any deduction whether lawful or otherwise, by equal [quarterly / annually]

5.

5.2.2 a fair proportion (decided by a surveyor nominated by the

Landlord) of the cost of repairing maintaining and cleaning party

		walls, party structures, yards, ••••, ••••, ••••
5.3		ach of the above payments, an appropriate apportionment shall ade for the period from now until the
5.4	The T	enant shall also pay to the Landlord
	5.4.1	any works to the Holding which the Landlord • • • • • • • • • • • • • • • • • • •
	5.4.2	dealing with any application by the Tenant for consent or approval,
	5.4.3	preparing and serving a notice of a breach of the Tenant's obligations, even if forfeiture of
	5.4.4	preparing and serving a schedule of dilapidations either during the Farm
5.5	•	ents to the Landlord shall be made by [direct debit / Internet er / other] to the bank account of the Landlord, ■ ■ ■ ■ ■ ■ ■ ■ ■
	•••	
5.6	[Despite the above provisions, the Tenant need not pay Rent for a period of [$\blacksquare \blacksquare \blacksquare \blacksquare $] $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare $ [$\blacksquare \blacksquare \blacksquare \blacksquare $]].	
Furt	her F	Payments
The T	enant a	agrees = = = = = = = = = = = = = = = = = =
6.1		riodic rates, council rates and other taxes, relating to the Holding, (
		■■■;
6.2	all cha	arges for services

6.3	a registration fee of \$ [100] for each document ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

7. Interest

8. Tenant's positive obligations

The Tenant agrees and undertakes that he will:

8.1	use the Holding throughout the Term for an agricultural ■ ■ ■ ■ ■ ■
	;
	,
8.2	[if applicable to this Farm Lease, any registration fee or tax • • • • •
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 property
8.10	comply with the terms of every law regulating = = = = = = = = = = = = = = = = = = =
8.11	comply with all laws
8.12	maintain the state and •••••;
8.13	at least once in every year,
8.14	[conduct its business in • • • • • • • • • • • • • • • • • •
8.15	clean, maintain and keep free from
8.16	maintain the land drains and outfalls.
8.17	prevent damage to the Buildings
8.18	maintain and keep clean the exterior of the
8.19	keep an appropriate number of stock on the land having regard • • •

8.20	pay the rates	,
8.21	manage any	stock on the land in accordance
8.22	comply with a	any limitations on stocking ■ ■ ■ , ■ ■ ■ , ■ ■ ■ , ■ ■ ■ .
8.23		all • • • • • • • • • • • • • • • • • •
		hedges reasonably cut back and stock proof; gates, ironmongery and stiles in good order; all ditches
8.24	take all reaso	nable steps to preserve all game;
8.25	•;••••	ding free from infestation by insects • • • • • • • • • • • • • • • • • • •
8.26	•	clean and free from • • • • • • • , • • • • • • • • • • •
8.27		ble precautions
8.28		r at not less than [20] kilogram of • • • • • [20] • • • • • [8 - 10] • • • • • • • • • • • • • • • • • •
8.29 8.30	•	ele endeavours to control

9. Restrictions on Tenant

The T	enant = = = = = = = = = = = = = = = = = :
9.1	assign, sublet, charge, part with or share possession or
9.2	make any agreement with another
9.3	object to any planning application submitted
9.4	construct any building or • • • • • • • • • • • • • • • • • •
9.5	allow any person to trespass on, reside in or occupy any part of
9.6	deposit or bury any rubbish on the land;
9.7	accumulate or allow to accumulate anything • • • • • • • • • • • • • • • • • • •
9.8	bring onto or allow to
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 planning permission 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 perm	anent pasture;								
9.27	remove from the ■ i	, ,								
9.28	Use any device to lo	cate, = = = , = = = = = = = = = = = = = = =								
9.29	remove or alter any	fence hedge ditch or other ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■								
	•;									
9.30	permit camping or ■									
9.31		on the Holding								
9.32	grow on the same = = = = = = = = = = = = = = = = = = =									
	Period	Сгор								
	10 years	Daffodils								
	3 years	Sugar Beet								
	5 years	Potatoes								
	5 years	Carrots								
	5 years	Onions								
9.33	without the prior written consent of the Landlord, enter ■ ■ ■ ■ ■ ■									
	•	/								
9.34	burn straw or stubb	e on the Holding.								
9.35	cultivate more than	20]								
0.36	offensive trades on	ho Loaco land								

10. Entitlements

•••	diately following the grant of the Lease both parties shall take I I I I I I I I I I I I I I I I I I
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,
Red	undant Buildings
11.1	The Redundant Buildings are listed in Schedule 2.
11.2	Neither party is •••••••••••••••••••••••••••••••••••
11.3	The Redundant Buildings
11.4	The Landlord may enter any Redundant Building

	11.5	If the Landlord has not taken possession , = = = = = = = = = = = = = = = = = =									
12.	Ten	ant's fixtures									
	12.1	The Tenant intends to bring ••••••••••••••••••••••••••••••••••••									
	12.2	At the end of the Term the									
13.	Defa	ault notice by Landlord									
	13.1	If the Tenant is in default of any provision of this , , , , , , , , , , , , , , , , , ,									
	13.2	If the Tenant fails to remedy the default within [seven] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■									
14.	Ten	ant indemnifies Landlord									
	The Tenant agrees to										
	14.1	any act, omission or negligence of his, or any person at the Holding									
	14.2	any act, omission or negligence of									

15. Insurance

15.1	"Insured Risks" means:
	15.1.1 the risks of loss or damage by any naturally occurring event, fire, explosion, terrorism, civil commotion, malicious damage, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	15.1.2 that definition is subject • • • • • • • • • • • • • • • • • • •
Land	lord is responsible for insurance
15.2	A risk shall cease to be treated as •••••••••••••••••••••••••••••••••••
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
15.5	Once a year, if the Tenant asks,
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:

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15.13																			-			•		ı
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16. Access for Landlord

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16.1	 				
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16.2	 				
	 • • • •	• • • • •	■■■;		

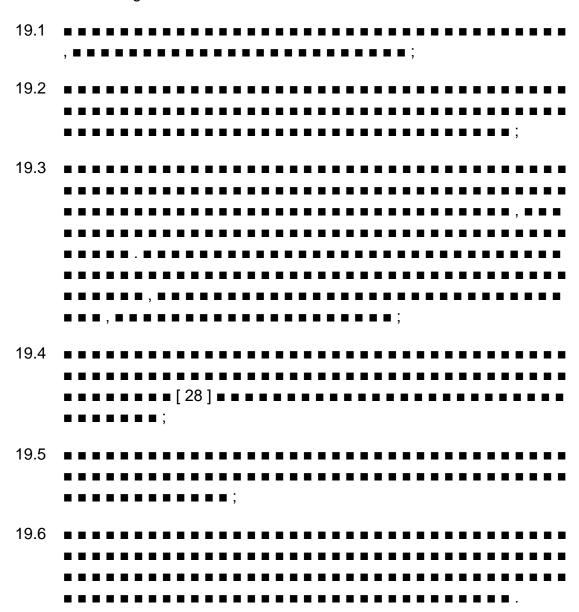
16.3 to comply with any statutory obligation;

	16.4									
	16.5	;								
	16.6	to value the Holding;								
	16.7									
	Condi	tions for access for the Landlord are:								
	16.8	;								
	16.9									
	16.10									
17.	Rent review									
		, 12th , , 3								
18.	Tern	nination								
	18.1									
	OR									
	18.2									

AND, in either	case		

19. Guarantor(s)

The Guarantor agrees:



20. Forfeiture

20.1	
	20.1.1
	20.1.2
	20.1.3
	(
	;
	20.1.4
	;
	20.1.5
	20.1.6
	• • • • • • • • • • • • • • • • • • •
20.2	

21. At and after termination

21.3	When this Farm Lease ends the Tenant must:
	21.3.1

	;
	21.3.2
	21.3.3 (• • • • • • • • • • • • • • • • • •
	;
	21.3.4
21 4	
21.4	
	•••••
21.5	•••••
	,
Oth	er matters
22.1	
22.2	
22.3	

22.4										 	 	 • • •
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	■,■■											
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										 •		
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22.10										 	 	
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	It shall	l be de	emed	to ha	ave b	een	deliv	/ered	d:			
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22.11	••••							
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22.12		■ ■ ■ , ■					 	
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Signed by th	e parties:							
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Signed by the	- Guaranto	or (write r	amel					
Oigned by the	Oddianic	i [wiite i	iamoj					
Cianatura								
Signature:								
Witness:								

Name:								
Address:								

Schedule 1: Rights expressly reserved

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12.	•••														•
13.	•••														
	•••	•••	•••		• • •	••	■ .								
14.	•••														

Schedule 2: Redundant Buildings

Schedule 3: Tenant's incoming fixtures

Consent of Non-Owning Spouse	
,[]	
	ı

[Signature of Non-Owning Spouse]

	-,[]],],],,],
■ ■ :	
,	understands his or her rights in the homestead.
-	ture • • • • • •]

Certificate of Acknowledgement

Affida	avit of Landlord
	.,[][],
1.	I am the landlord.
2.	
OR	
3.	I have no spouse.
OR	
4.	
	••••••
OR	
5.	•••••
	•••••
OR	
6.	
	■ ■).
OR	
7.	
	Sworn before me at)
	in the Province of)

this	day of	, 20)	
•			• • • • • • •	

[Signature of Landlord]

Explanatory notes:

Farm lease agreement

General notes

4	What.	امام مه	2+2

2.

3.

What	to delete
but is provid	designed to protect the interest of the Landlord. In particular, we have ded a menu of approximately 70 Tenants covenants. It is easier for you ete what you do not want than to add what you do want. So we
•••	
	uggest that if you are not sure of the effect of a term, leave it in. thing ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
What	to give your Tenant
	you have edited this document you will send it to your proposed nt. He may reasonably ask
3.1	Evidence that you own the freehold. It would be usual to show a copy of your land certificate,
3.2	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 lease, or a copy of the agreed version, signed
What	to take up on completion
	you meet to complete, you should expect
4.1	The counterpart farm lease: that is to say the copy signed by the

Registration of a Lease 4.

4.2

The rent, apportioned to the next \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare .

In order to ensure that a lease is valid and enforceable against a purchaser, a lease exceeding three years must be either recorded on the certificate of title as a "lease registration" or recorded by means of a "caveat". Leases for a term not exceeding three years, where the tenant is in actual occupation of the land, do not have to be registered at the Land Titles Office to be enforceable against a purchaser. The onus is therefore on the purchaser \blacksquare
The Land Titles Act does not make any provision for the registration of a lease which has a term of three years or less. In addition, "Lease Registration" is not permitted in situations where the land is controlled by the landlord under an agreement for sale or the written agreement does not conform to the required format.

Paragraph specific notes

Notes referable to specific numbered paragraphs

Definitions
We believe it is bad drafting practice to randomly capitalise words which are not defined terms. For example, in this document, the word "■■■■■■■" "■■■■".
Break Date: this is the date when a Tenant can terminate. Obviously, it has to be at the end of the season, but the exact date is up to you.
Holding: substitute some alternative work if you wish. We cannot over emphasise the importance of a full specification of the subject matter of the farm lease. If it is complicated you could put it in a schedule. The best way is a description which refers to
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 most from photographs. If the Holding is in poor condition, then it is the Tenant who

	■ ■ ■ ■ ■ ■ ■ ■ ■ ■ "
	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 *** **** ***** ****** ******* ********
2.	Interpretation
	Leave these items in place unless there is a good reason to edit or remove. Each of them
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, let them be listed here, so that both parties know the basis of the deal.
	There is no legal requirement for the Tenant to take independent advice
4.	The Farm Lease
	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.
	This paragraph also contains the usual Landlords warranty for " • • • • • • • • • • • • • • • • • •
5.	Rent and other payments
	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

	We have no comment.
7.	Interest
	This provision crystallizes the Landlord's entitlement when otherwise
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.	Redundant Buildings
	You may not have buildings which are of little or • • • • • • • • • • • • • • • • • •
12.	Tenants fixtures
	This paragraph merely provides a reference to the scheduled * * * * * * * * * *
13.	Default notice by Landlord
	We have no comment.
14.	Tenant indemnifies Landlord
	Few draftsmen include an indemnity in a farm lease because the Tenant's covenants are precise and a simple recourse is to sue on a \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
	The second sub-paragraph merely provides a specific item for the sake of

Further payments

6.

good order. Why? Because some uses, like waste re-cycling,

15.	Insurance
	Who will insure? You choose. We have ••••••••••••••••••••••••••••••••••••
	The Landlord should be sure that he is able to provide the cover he promises in
16.	Access for Landlord
	Essential, but the Tenant
17.	Rent Review
	We have no comments.
18.	Termination
	You have two alternatives.
19.	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 lease

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.
	- ,),),),
Sched	dule 2 Redundant Buildings
	We have no comment.
Sched	dule 3 Tenant's incoming fixtures
	We have no comment.
	Consent of Non-Owning Spouse
	A sample form, Consent of Non-Owning 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