Farm lease agreement

Date of Farm Tenancy : [date]

The Landlord: [name]

The Tenant: [name]

Farm Tenancy of: [= = = = =]

Contents

- 1. Definitions
- 2. Interpretation
- 3. Entire agreement
- 4. The Farm Tenancy
- 5. Rent and other payments
- 6. Further payments
- 7. Interest
- 8. Tenant's positive obligations
- 9. Restrictions on Tenant
- 10. Entitlements
- 11. Tenant's Fixtures
- 12. Default notice by Landlord
- 13. Tenant indemnifies Landlord
- 14. Insurance
- 15. Access for Landlord
- 16. Rent Review
- 17. Termination
- 18. Guarantor
- 19. Forfeiture
- 20. At and after termination
- 21. Miscellaneous matters

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

In this Farm Tenancy the following words shall have the meanings shown unless it is clear

----:

"Act" means the Property Law Act 2007

"Break Date" means [12th October] 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 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 and

rural address property identification] 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 $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$
"Term"	means the term this agreement, namely [number] years commencing [today /date] • • • • • • • • [12th • • • •] [• • • •].
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 \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare

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	all money sums mentioned in this agreement are calculated net of GST, which will be charged when ••••;
2.8	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
2.9	a reference to "the last year of the Term" or to the "end of the Term" is a reference to •••••••••••••••••••••••••••••••••••
2.10	a reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that
2.11	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 Tenancy agreement contains the entire agreement between the parties and supersedes all
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							
4.3		lolding is let subject to all rights, easements, restrictions, ants						
4.4	The ri	ghts specified in [Schedule 1] are ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■						
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 Farm Tenancy, 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 Farm Tenancy on any Break Date after [■ ■ ■]. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■							
Ren	t and	other payments						
5.1	The R	ent is \$ [amount] ■ ■ ■ ■ ■ ■ ■ .						
5.2	The T	enant shall pay to the Landlord:						
	5.2.1	the Rent, in advance, without any deduction whether lawful or otherwise, by equal [quarterly / monthly]						
	5.2.2	a fair proportion (decided by a surveyor nominated by the Landlord) of the cost of repairing maintaining and cleaning any structures, yards, roads,						

	5.3	be made for the period from now until the *** ***
	5.4	The Tenant shall also pay to the Landlord
		5.4.1 any works to ••••••;
		5.4.2 dealing with any application by ••••••;
		5.4.3 preparing and serving a notice of a breach of the ••••• , ••••••••••••••••••••••••••••••
		5.4.4 preparing and serving a
	5.5	Payments to the Landlord shall be made by [Internet transfer / or = = = = = = = = = = = = = = = = = =
	5.6	[Despite the above provisions, the *** **
6.	Furt	her Payments
	The T	enant agrees = = = = = = = = = = = = = = , = = = =
	6.1	all periodic rates and other applicable taxes, relating to the Holding, • • • • • • • • • • • • • • • • • • •
	6.2	all charges for services • • • • • • • • • • • • • • • • • • •
	6.3	a registration fee of \$ [amount] 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 Tenancy, pay any land or property tax register
	;
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	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 $\blacksquare \blacksquare \blacksquare$
8.16	maintain the Holding's 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 Holding having regard • •

8.20	comply with all laws						
8.21	comply with any limitations on stocking density, mowing,						
8.22	maintain:						
	all walls and •••••••••••••••••••••••••••••••••••						
	hedges reasonably cut back and stock proof;						
	gates, ironmongery and stiles in good order;						
	all ditches ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■						
	all public rights of way;						
	Buildings in good and watertight condition;						
	the trees on ••••••;						
8.23	take all reasonable steps to preserve • • • • • • • • • • • • • • • • • • •						
8.24	keep the Holding free from infestation by insects						
8.25	keep the Holding clean and free \blacksquare						
8.26	take reasonable precautions • • • • • • • • • • • • • • • • • • •						
8.27	comply with the Bio security Act 1993, Hazardous Substances						
8.28	comply with Fencing Act 1978:						

9.	Res	trictions on Tenant											
	The Tenant • • • • • • • • • • • • • • • • • • •												
	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 Holding;											
	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 obstru							
9.26	plough up any permanent pasture;							
9.27	remove from the = = = = = = = = = = = = = = = = = = =							
9.28	Use any device to loca	ate, = = = , = = = = = = = = = = = = =						
9.29	remove or alter any fe	ence 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	Crop						
	10 Years	Wheat						
	03 years	Turnip						
	05 Years	Potatoes						
	05 Years	Carrots						
	05 Years	Oats						
9.33	without the prior writte	en consent of the Landlord, enter						
9.34	burn straw or stubble	on the Holding.						

10. Entitlements

11.

•••	diately following the grant of the Farm Tenancy both parties shall ,
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 Farm Tenancy, transfer the Entitlements to the Landlord or
10.5	after the end of the Term,
Tena	ant's fixtures
11.1	The Tenant intends to bring ••••••••••••••••••••••••••••••••••••
11.2	At the end of the Term the
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
14.	Insu	ırance
Land	lord is	responsible for insurance
	14.1	A risk shall cease to be treated as an a second sec
	14.2	The Landlord will keep the Holding and all live and dead • • • • • • • • • • • • • • • • • • •
	14.3	If damage is caused to the Holding or stock by an Insured Risk, the (• • • • • • • • • • • • • • • • • •
		,.

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14.4	Once a year, if the Tenant asks,
14.5	Provided that the Tenant is not responsible for any damage for which the Landlord is compensated under the insurance policy, then if the
OR Tanant	is responsible for insurance
	enant undertakes to:
14.6	insure to the full market value the entire Holding
14.7	obtain the approval of ••••••;
14.8	;
14.9	;
14.10	
14.11	
14.12	

15 .	Access	for	Landlo	ord
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	,
	:
15.1	,,,,,
15.2	
15.3	to comply with any statutory obligation;
15.4	
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10.0	;
15.6	to value the Holding;
15.7	
	tions for access for the Landlord are:
15.8	
15.9	
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16. Rent review

17. Termination

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AND,	in either	case								
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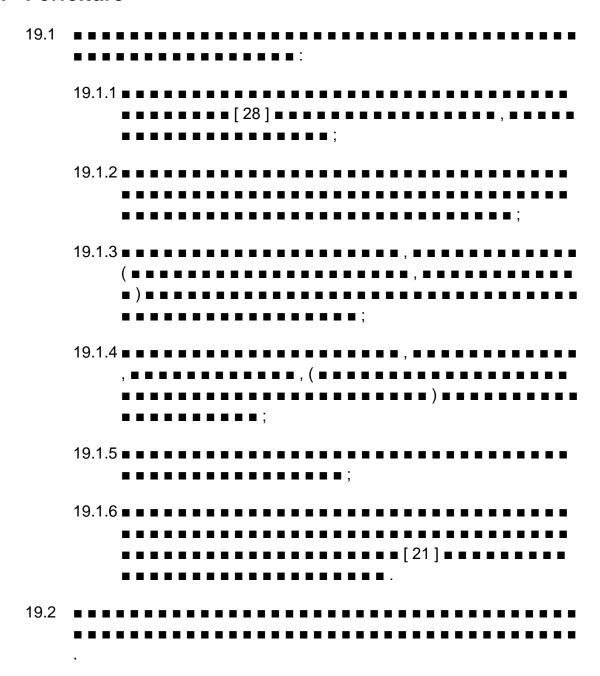
18. Guarantor(s)

The Guarantor agrees:

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				■;																	

18.5	 					
18.6						

19. Forfeiture



20. At and after termination

20.1	
20.2	
20.3	When this Farm Tenancy ends the Tenant must: 20.3.1
	20.3.2
	20.3.4
	20.5.4
20.4	
20.5	,

21. Miscellaneous matters

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21.11	,
	he named parties by their representatives who personally er authorisation by their respective employer or principal to
	,,,,
• • • • • • • • • • • • • • • • • • • •	
[Name]:	
Signature:	
Witness:	signature:
Name:	
Address:	

It shall be deemed to have been delivered:

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

Schedule 1: rights expressly reserved

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Schedule 2: Tenant's incoming fixtures

Explanatory notes

Farm lease agreement

General matters

1	What to	doloto
Ί.	What to	aeiete

2.

3.

4.

Registration

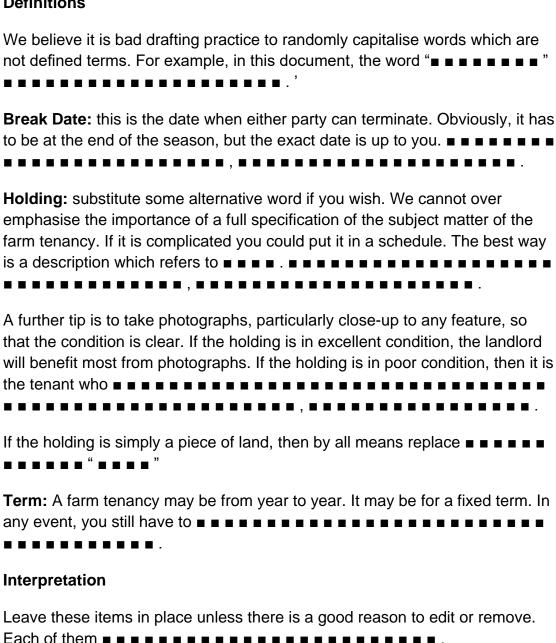
What	to delete										
but is provid	The law is prescriptive in this industry. This document complies with the law but is designed to protect the interest of the landlord. In particular, we have provided a menu of approximately 70 tenant's covenants. It is easier for you to delete what you do not want 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										
What	to give your tenant										
	When you have edited this document you will send it to your proposed tenant. He may reasonably ask										
2.1.	Evidence that you own the freehold. It would be usual to show a copy of your land certificate, preferably obtained										
2.2.	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 tenancy, or a copy of the agreed version, signed by the										
What	to take up on completion										
When	you meet to complete, you should expect ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ = = = :										
3.1.	The counterpart farm tenancy: that is to say the copy signed by the tenant. (He = = = = = = = = = = = = = = = = = = =										
3 2	The rent apportioned to the next = = = = = =										

registered. • • • • • • • • • • • • • • • • • • •	I = =
various types of law) states that your lease is legally binding even if it is	
The lease term can be as long as you want. Case law (i.e., judges interp	reting

Paragraph specific notes

Notes referable to specific numbered paragraphs

4	- .:	
1.	INATIN	itions
	. /	1110115



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
The Farm Tenancy
We advise no change.
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 " ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
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
Further payments
We have no comment.
Interest
This provision crystallizes the landlord's entitlement when otherwise

4.

5.

6.

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 a reference to the scheduled ••••••													
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?													
	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													
	You have ••••••••••••••••••••••••••••••••••••													
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 , , , , , , , , , , , , , , , , , ,													
19.	Forfeiture													
	These provisions are usual.													
20.	At and after termination													

Practical and legal matters you may find useful.

21. **Miscellaneous matters**

Apart from the
A provision for mediation has been included in place of the more usual ■ ■ ■

Schedule 1 Rights reserved

Reserve	_		_							_	
the farm	n tena	ncy.			 		\blacksquare				
				 	 	 		 	■ (■		
				 	 	 	-	 			
■,■■				 		 		 	■), ■		-

Schedule 2 Tenant's incoming fixtures

We have no comment.

End of notes