

Agricultural lease: private grazing or non-agricultural business use

Date of lease: [Name]

The Landlord: [Name]

The Tenant: [Name]

Lease of: [property address]

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Schedule 1 Rights reserved

The Landlord is: [name]

Of [address]

The Tenant is: [name]

Of [address]

The Guarantor is: [name]

Of [address]

Start date of lease: [date]

End date of lease: [date]

1. Definitions

“Buildings” means the [barn / stables / sheds / arena] ■ ■ ■ ■ ■

“Conduit” means any medium through which a service is ■ ■ ■

“Plan” means the plan[s] attached to this lease which identify the Property [█ █ █ █ █ / █ █ █ █ █ █ █ █].

“Rent” means the rent payable under this lease.

A horizontal row of five solid black squares, followed by a small black square containing a white dot, indicating a continuation or ellipsis.

2. Interpretation

In this agreement unless the context otherwise requires:

3. Entire agreement

4. The lease

5. Rent and other payments

The Tenant is to pay the Landlord:

- 5.1. The Rent [REDACTED].
- 5.2. the Rent, in advance, without any deduction whether [REDACTED]
[REDACTED, [REDACTED] / [REDACTED]] [REDACTED]
[REDACTED / [REDACTED]].
- 5.3. the cost of any [REDACTED]
[REDACTED].
- 5.4. The costs and expenses ([REDACTED]) [REDACTED]
[REDACTED]:
 - 5.4.1 dealing with any application by [REDACTED]
[REDACTED], [REDACTED]
[REDACTED];
 - 5.4.2 preparing and serving [REDACTED]
[REDACTED];
 - 5.4.3 preparing and serving a [REDACTED]
[REDACTED].
- 5.5. Payments to the Landlord shall be made by [direct debit / [REDACTED]
[REDACTED] / [REDACTED]] [REDACTED]
[REDACTED].

6. Interest

If any payment is more than [seven] days overdue, the Landlord is entitled to interest on [REDACTED], [REDACTED]
[REDACTED] [8 % [REDACTED]]. [REDACTED], [REDACTED]
[REDACTED].

7. Further Payments

The Tenant agrees [REDACTED], [REDACTED]
[REDACTED]:

8. Condition and repair

9. Tenant's positive obligations

The Tenant agrees and undertakes that he will:

10. Restrictions on Tenant

.....
.....].

10.11. change or install any locks and other
.....;
.....;

10.12. use the Property for any activity which is dangerous, offensive,
noxious, ,
.....
.....
..... .

11. Agricultural provisions

The Tenant shall not:

11.1. graze or keep [.....]
..... .

11.2. bring, keep or allow animals other than horses, dogs
.....
.....
..... ;

11.3. over-graze
..... ;

11.4. allow animal dung to be stored anywhere
..... ,
..... ;

11.5. deposit or bury any rubbish on the Property;

11.6. bring onto or allow to remain on the property
.....
.....
..... .

11.7. spill any chemical on the Property;

11.8. contaminate or obstruct
..... ;

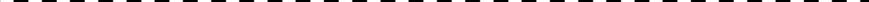
But that he will:

12. Default notice by Landlord

13. Assignment of the lease

14. Tenant indemnifies Landlord

- 14.1. any act, omission or negligence of his, or any person at the Property ■



15. The Security Deposit

16. Access for Landlord

- 16.4. [REDACTED], [REDACTED] [REDACTED]
[REDACTED] " [REDACTED] " [REDACTED] " [REDACTED];
- 16.5. [REDACTED]
[REDACTED];
- 16.6. to value the Property;
- 16.7. [REDACTED], [REDACTED], [REDACTED], [REDACTED]
[REDACTED].

Conditions for access for the Landlord are:

- 16.8. [REDACTED]
[REDACTED];
- 16.9. [REDACTED]
[REDACTED];
- 16.10. [REDACTED]
[REDACTED]
[REDACTED].

17. Provision for premature termination

- 17.1. [REDACTED], [REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 17.2. [REDACTED], [REDACTED]
[REDACTED], [REDACTED],
[REDACTED]
[REDACTED].
- 17.3. [REDACTED]
[REDACTED]
[REDACTED].

18. Forfeiture

19. Rent review

OR

OR

- 19.5. [REDACTED], [REDACTED]
[REDACTED].
- 19.6. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED], [REDACTED]:
- 19.6.1 [REDACTED]
[REDACTED]
[REDACTED]
, [REDACTED]
[REDACTED];
- 19.6.2 the Property is vacant;
- 19.6.3 the Property can immediately be used;
- 19.6.4 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED];
- 19.6.5 [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].
- 19.6.6 [REDACTED]
[REDACTED]
- .
- 19.7. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED]
[REDACTED].
- 19.8. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

- 19.9. [REDACTED], [REDACTED]
[REDACTED].
- 19.10. [REDACTED], [REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED]
[REDACTED] [8] % [REDACTED].

20. At the end of the lease

When this lease ends:

- 20.1. the Tenant must:

- 20.1.1 [REDACTED]
[REDACTED];
- 20.1.2 [REDACTED]
[REDACTED];
- 20.1.3 ([REDACTED])
[REDACTED]
[REDACTED];
- 20.2. [REDACTED]
[REDACTED]
[REDACTED] [14] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 20.3. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

21. Miscellaneous matters

It shall be deemed to have been delivered:

.....;
.....;
..... 72 ..;
..... - .. : 24 ..
..... [..... ,
..... - ,
.....].

21.9.
..... , ..
.....
.....

21.10.
.....

Signed as a deed by or for the Landlord [\[write name\]](#) (who certifies that he has proper authority to sign)

Signature:

Witness:

Name:

Address:

Signed as a deed by or for the Tenant [\[write name\]](#) (who certifies that he has proper authority to sign)

Signature:

Witness:

Name:

Address:

Signed as a deed by the Guarantor [\[write name\]](#)

Signature:

Witness:

Name:

Address:

Schedule 1: Rights expressly reserved

Explanatory notes:

Agricultural lease: private grazing or non-agricultural business use

General notes

1. Grazing agreement

2. What to delete

3. What to give your tenant

Paragraph specific notes

Notes referable to specific numbered paragraphs

1. Definitions

Rent review: an option. In or out. If you want your term to be three years or less, best to delete, keep it simple, and renew with a fresh lease after three years. You choose. Historically, reviews were agreed at five yearly intervals. For this short lease we suggest [REDACTED]

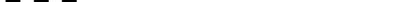
Security deposit: whether you decide to take a security deposit or not is for your choice. There is no legal requirement to lodge the deposit or insure, ■ ■

The point he misses is that at a rent review the new rent will be calculated by reference to the rack rent (then current rent) payable in the open market. Clearly, that market rent will be highest when the property can be used for

2. Interpretation

3. Entire agreement

4. The lease

You can use the schedule also to reserve a  .

5. Rent and other payments

6. Interest

7. Further payments

We have no comment.

8. Condition and repair

9. Tenant's positive obligations

10. Restrictions on Tenant

11. Agricultural provisions

12. Default notice by Landlord

This paragraph provides a practical solution to the dilemma facing a landlord when the tenant is in breach but fails to take action. It may be ■■■■■■■■■■

13. Assignment of the Lease

When a tenant no longer requires property, he will have to transfer it to some other person in order to avoid the continuing obligation to pay the rent. ■ ■ ■ ■

.....,

14. Tenant indemnifies Landlord

15. The Security Deposit

16. Access for Landlord

17. Provision for premature termination

For a short grazing lease, you will not need this provision. Otherwise known as a "break clause," that is a provision for the tenant to give notice at [REDACTED]

A horizontal row of black squares arranged in a grid pattern, spanning most of the width of the page.

18. Forfeiture

These provisions are usual.

19. Rent review

the [REDACTED] .

Most rent review provisions allow for "upwards only" review. Occasionally this
is limited to a percentage increase, such as 5% per year. In other cases, there
is no limit on the amount of increase.

20. At the end of the lease

These provisions simply tie up loose ends

21. Miscellaneous matters

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

Schedule 1 Rights reserved

End of notes