

## Farm lease agreement

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

**The Lessor:** [Name]

**The Lessee:** [Name]

**Farm Lease of:** [REDACTED]

# **Contents**

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

Schedule 1 Rights reserved

Schedule 2 Redundant Buildings

Schedule 3 Lessee's incoming fixtures

**The Lessor is:** [name]  
**of** [address]

**The Lessee is:** [name]

The Guarantor is: [name]

Of [address]

## 1. Definitions

“Break Date” means [1st June] in any year.

“Buildings” means all of the buildings now 

**“Farm Lease”** means this agreement, a farm lease.

## 2. Interpretation

In this agreement unless the context otherwise requires:

### **3. Entire agreement**

- 3.4. Apart from the express obligations of the Lessor contained in this agreement the Lessor owes no other obligation nor ██████████ ██████████.

## 4. The Farm Lease

- 4.1. The Lessor and the Lessee agree and acknowledge that the Holding let by this agreement shall be ██████████ ██████████.
- 4.2. By this Farm Lease the Lessor lets and the Lessee 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 Lessee to the Lessor from time to time shall ██████████ ██████████ ██████████.
- 4.6. Except so far as provided in this agreement, the Lessor will not interfere with Lessee's peaceful use of ██████████, ██████████.
- 4.7. The Lessee 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 R [10,000] ██████████.
- 5.2. The Lessee shall pay to the Lessor:
- 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 Lessor) 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].

5.4. The Lessee shall also pay to the Lessor [REDACTED] [REDACTED] :

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

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

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

5.4.4 preparing and serving a schedule [REDACTED] [REDACTED] [REDACTED] ;

5.5. Payments to the Lessor shall be made by [direct debit / [REDACTED] / [REDACTED]] [REDACTED] [REDACTED], [REDACTED] [REDACTED].

5.6. [Despite the above provisions, the [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] / [REDACTED] [REDACTED] [REDACTED]].

## **6. Further Payments**

## **7. Interest**

## **8. Lessee's positive obligations**

The Lessee agrees and undertakes that he will:



..... , .....

## **9. Restrictions on Lessee**



.....



Period	Crop
10 years	Daisy
3 years	Beetroot
5 years	Cabbage
5 years	Carrots
5 years	Onions

- ### 9.36. offensive trades on the Holding.

## 10. Entitlements



## 11. Redundant Buildings

## **12. Lessee's fixtures**



## **13. Default notice by Lessor**



#### **14. Lessee indemnifies Lessor**

- 14.1. [REDACTED], [REDACTED], [REDACTED]  
[REDACTED], [REDACTED], [REDACTED]  
[REDACTED], [REDACTED], [REDACTED]  
[REDACTED], [REDACTED], [REDACTED]  
[REDACTED], [REDACTED], [REDACTED].

## **15. Insurance**

15.1. "Insured Risks" means:

15.1.1 [REDACTED]  
[REDACTED], [REDACTED], [REDACTED], [REDACTED],  
[REDACTED], [REDACTED], [REDACTED], [REDACTED],  
[REDACTED] ( [REDACTED]  
), [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED];

### **Lessor is responsible for insurance**

***OR, Lessee is responsible for insurance***

#### **The Lessee undertakes to:**

## **16. Access for Lessor**



Conditions for access for the Lessor are:



## **17. Rent review**

## **18. Termination**

18.1. [REDACTED] [REDACTED]  
[REDACTED]. [REDACTED] [REDACTED].  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED].

*OR*

18.2. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].

AND, in either case

18.3. [REDACTED]  
[REDACTED].

## **19. Guarantor(s)**

The Guarantor agrees:

19.1. [REDACTED]  
, [REDACTED];

19.2. [REDACTED]  
[REDACTED]  
[REDACTED];

19.3. [REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED];

19.4. [REDACTED]  
[REDACTED]  
[REDACTED] [28] [REDACTED]  
[REDACTED];

## **20. Forfeiture**

20.1. [REDACTED]  
[REDACTED]:

20.1.1 [REDACTED]  
[REDACTED] [28] [REDACTED], [REDACTED]  
[REDACTED];

20.1.2 [REDACTED]  
[REDACTED]  
[REDACTED];

20.1.3 [REDACTED], [REDACTED]  
[REDACTED] ( [REDACTED], [REDACTED]  
[REDACTED] )  
[REDACTED];

20.1.4 [REDACTED], [REDACTED]  
[REDACTED], [REDACTED] ( [REDACTED]  
[REDACTED] )  
[REDACTED];

20.1.5 [REDACTED]  
[REDACTED];

20.1.6 [REDACTED]  
[REDACTED]  
[REDACTED] [21] [REDACTED]  
[REDACTED].

20.2. [REDACTED]  
[REDACTED]

## **21. At and after termination**

- 21.1. [REDACTED], [REDACTED];
- 21.2. [REDACTED], [REDACTED]  
[REDACTED] [REDACTED]; [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED];
- 21.3. When this Farm Lease ends the Lessee must:
  - 21.3.1 [REDACTED]  
[REDACTED]  
[REDACTED];
  - 21.3.2 [REDACTED]  
[REDACTED];
  - 21.3.3 ( [REDACTED] )  
[REDACTED]  
[REDACTED]  
[REDACTED];
  - 21.3.4 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED];
- 21.4. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].
- 21.5. [REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED].

## **22. Other matters**

It shall be deemed to have been delivered:

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

**Signed by** / on behalf of the named parties by their representatives who personally accept liability for the proper authorization by their respective employer or principal to enter into this agreement.

[Name]:

.....

Witness: signature:

Name:

Address:

....., ....., .....

[Name]:

.....

Witness: signature:

Name:

Address:

**Signed as a deed by the Guarantor [write name]**

.....

Witness: signature:

Name:

Address:

## **Schedule 1: Rights expressly reserved**



## **Schedule 2: Redundant Buildings**

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

## Explanatory notes

# Farm lease agreement

## General notes

## 1. What to delete

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

## **2. What to give your Lessee**



### **3. What to take up on completion**



## Paragraph specific notes

Notes numbering refers to paragraph numbers.

## 1. Definitions

If the holding is simply a piece of land, then by all means replace ■ ■ ■ ■ ■ ■  
■ ■ ■ ■ ■ ■ “ ■ ■ ■ ■ ”

## 2. Interpretation

### **3. Entire agreement**

#### **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 lessors 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 lessee in a side letter and to ██████████  
██████████.  
██████████.  
██████████.

## **6. Further payments**

We have no comment.

## **7. Interest**

This provision crystallises the lessor's entitlement when otherwise ██████████  
██████████.

## **8. Lessee'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 Lessee**

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 no value.

## **12. Lessees fixtures**

### **13. Default notice by Lessor**

We have no comment.

**14. Lessee indemnifies Lessor**

Few draftsmen include an indemnity in a farm lease because the lessee's covenants are precise and a simple recourse is to sue on a [REDACTED] . [REDACTED],  
[REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].

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 Lessor**

## **17. Rent Review**

We have no comments.

## **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**

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

## Schedule 1 Rights reserved

## Schedule 2 Redundant Buildings

We have no comment.

### **Schedule 3 Lessee's incoming fixtures**

We have no comment.

## End of notes