

LEASE AGREEMENT
Waukesha County Cropland

Lease number: xxxxxxxx

County Park name: xxxxxxxxx

WAUKESHA COUNTY, by the Director of Parks and Land Use (“OWNER”), hereby leases to [insert [insert name]], (“LESSEE”), certain real property (“Premises”), which is more fully described in section 1. below, on the following terms and conditions:

1. Premises. The Premises consist of X field(s) of cropland, with a combined total of XX acres. This cropland is located in Section(s) X of Town X North, Range X East, of the Township of XXXX. An aerial map showing the location of this cropland and field number(s) is attached, marked Exhibit “A”, and is made part of this Lease. _____

2. Term/Extension(s). The term of this Lease shall be from February 15, 20XX through February 14, 20XX (usually 4 years). LESSEE agrees to surrender possession of the Premises peaceably at the termination of this Lease. By mutual agreement between OWNER and the LESSEE, this Lease may be extended for one (1) two-year term. In the event that a Lease extension is granted, a Lease amendment would be signed, continuing the last cropland rental rate shown in section 3 below, plus a 2.5% increase for each additional year. All other conditions of this Lease shall remain the same.

3. Rent Amount. As rent for the use and occupancy of the Premises, the LESSEE shall pay to the OWNER the sum of \$ per acre for the first year of the Lease, with a 2.5% increase for the second year of the Lease, another 2.5% increase for the third year of the Lease, and an additional 2.5% increase for the fourth (last) year of the Lease for a total of \$ for the first year, \$ for the second year, \$ for the third year, and \$ for the fourth year.

4. Payment of Rent/Interest. The rent amount noted in section 3. above shall be paid by the LESSEE to OWNER in accordance with the following schedule:
 - a. **Thirty-three percent (33%) payment is due on or before March 1st.**
 - b. **Sixty-seven percent (67%) payment is due on or before December 1st.**

In the event any payment set forth above is not received by its due date, the OWNER may terminate the Lease and notify the LESSEE. All rent payments shall be addressed and delivered to:

Waukesha County Treasurer
515 W. Moreland Blvd, Room AC 148
Waukesha, Wisconsin 53188

LESSEE shall be obligated to pay interest on the unpaid balance due at the rate of one and one-half percent (1½ %) per month beginning on the due date for the following circumstances:

- c. If rent payments, as specified above, are not received by OWNER within the stated deadlines; or
- d. If the LESSEE fails to submit a Nutrient Management Checklist (Exhibit C) to

OWNER by April 1, as described further in section 5. below.

5. Use of Premises/Conservation Standards. The LESSEE shall not construct, build or place any structure or other improvement on the Premises. The Premises may only be used by the LESSEE for the growing, managing and harvesting of agricultural crops in compliance with the **Waukesha County Cropland Conservation Standards**, attached and marked as **Exhibits B and C** (Nutrient Management Checklist) and herein made part of this Lease. The LESSEE shall submit a Nutrient Management Checklist by April 1st of each Lease year to:

Waukesha County Land Resources – 590 Checklist
515 W. Moreland Blvd, Room AC 260
Waukesha, Wisconsin 53188

6. Sublet/Assignment. OWNER does not convey to LESSEE the right to sublet any part of the Premises. The LESSEE shall not sublet the Premises nor any portion of the Premises without the prior written consent of the OWNER. The LESSEE shall not sell or assign this Lease without the prior written consent of the OWNER.
7. Access. OWNER, its agents, employees, representatives and assigns shall have the right to enter in or upon the Premises, at reasonable times, for the purpose of inspecting the Premises or of showing the Premises to a prospective purchaser.
8. Sale of Premises. In the event the Premises, or a portion thereof, is sold during the term of this Lease, OWNER will notify the LESSEE within seven (7) days of the accepted sale. This Lease will terminate upon the successful transfer of ownership from OWNER. At the option of the PURCHASER, the LESSEE may either be allowed to harvest the crops or may be reimbursed by the PURCHASER for the value of the un-harvested crop at an estimated fair market rate as determined by the Farm Service Agency.
9. Insurance. **LESSEE shall maintain general liability insurance in the amount of \$1,000,000 covering their premises and operations, with Waukesha County named as “additionally insured”. LESSEE shall provide a certificate of insurance evidencing this insurance coverage due to OWNER on or before March 1st of each year of the Lease. Failure to provide a certificate of insurance may result in immediate termination of the Lease by OWNER.**
10. Termination.
- a. At its sole discretion, OWNER may terminate this Lease or withdraw from coverage by this Lease, any fields or portions thereof. If OWNER exercises its right under this provision, the LESSEE shall be provided 30 days’ written notice and at OWNER’S discretion, the LESSEE shall either be allowed to harvest the crops or be reimbursed for the value of the crop at an estimated fair market value as determined by the Farm Service Agency. Any proration of the Lease amount will be negotiated as needed.
 - b. If the LESSEE fails to pay any rent when due as specified in section 4, or if the LESSEE violates the terms set forth in sections 5 or 9, or if the LESSEE intentionally or negligently causes injury or damage to any portion of the Premises, OWNER may immediately terminate this Lease and, if so, notify the LESSEE in writing. If the Lease is terminated under this provision, OWNER shall be entitled to immediately enter and regain possession of the Premises, without hindrance or delay, and shall be entitled to compensation from the LESSEE for any injury or damage to any portion of the

Premises. The provisions of section 5 or 8 shall not apply to the rights of the LESSEE as set forth in this paragraph.

- c. In the event of an emergency, and the Premises or portion thereof is needed to operate as a Debris Management Site, as defined by OWNER, the LESSEE shall be notified immediately regarding the impact on the farm fields and crops including ingress/egress and the number of acres needed to operate the Debris Reduction Site. OWNER will remove the affected acres from the lease and reimburse the LESSEE for the value of any unharvested crop at an estimated fair market rate as determined by the Farm Service Agency. Any proration of the lease amount will be negotiated as needed.
- 11. Relationship. Nothing in this Lease shall be considered to give rise to a partnership relationship, and neither the OWNER nor LESSEE shall have the authority to obligate the other without written consent.
- 12. Laws. The LESSEE shall conform to and comply with any and all applicable laws and regulations of the United States and the State of Wisconsin, including but not limited to those regarding the control of noxious weeds and nonpoint pollution.
- 13. Venue and Applicable Law: Any lawsuits related to or arising out of disputes under this Lease shall be commenced and tried in the Circuit Court of Waukesha County, Wisconsin and the OWNER and LESSEE shall submit to the jurisdiction of the Circuit Court for such lawsuits. This Lease and any disputes arising under it shall be governed by the laws of the State of Wisconsin.
- 14. Indemnification/Legal Costs. The LESSEE shall at all times indemnify and hold harmless the OWNER against and from any claim, loss, liability and expense of any kind, including attorney's fees and disbursements, which arise out of or are on account of any damage or injury to any person or property in or about the Premises or which arise out of or are on account of any activities conducted on the Premises. The LESSEE shall pay OWNER for any and all costs, disbursements, attorney's fees and other expenses which are incurred by OWNER in connection with any legal proceeding or anticipated legal proceeding to enforce any aspect of this Lease.
- 15. Amendments. This Lease may be amended by mutual agreement of the OWNER and LESSEE. Any such amendment shall be in writing and executed by both parties.

Severability. The provisions of this Lease are severable. If any provision of this Lease is rendered void or unenforceable by reason of any statute, rule, regulation, or judicial order, the invalidity or unenforceability of that provision does not affect other provisions of this Lease that can be given effect without the invalid provision.

Uses of subtitles above are provided for informational purposes only and shall have no legal standing in any disputes relating to this Lease.

OWNER:

LESSEE:

Dale Shaver, Director
Dept. of Parks & Land Use

Date

[Insert name]

Date