

# BASIC FARM LEASE AGREEMENT



## A. NAMES OF PARTIES AND DESCRIPTION OF PROPERTY

This lease is entered into this \_\_\_\_\_ day of \_\_\_\_\_, (year) \_\_\_\_\_, between \_\_\_\_\_, landowner, of \_\_\_\_\_ (address) and \_\_\_\_\_, tenant of \_\_\_\_\_ (address) hereinafter called the landowner and tenant respectively. Under the terms and conditions that follow, the landowner hereby leases to the tenant a farm to use for agricultural purposes of approximately \_\_\_\_\_ acres, situated in \_\_\_\_\_ County, Florida, commonly known as or described as follows:

## B. TERM OF LEASE

The term of this lease shall be from \_\_\_\_\_, (year), \_\_\_\_\_ to \_\_\_\_\_, (year) \_\_\_\_\_, and the tenant shall surrender possession at the end of the term or at the end of any extension thereof. Extensions must be placed in writing on this lease, and both parties agree that failure to execute an extension at least \_\_\_\_\_ months before the end of the current term shall be constructive notice of an intent to allow the lease to expire.

Amendments and alterations to this lease may be made in writing in the space provided on the back of this form at any time by mutual agreement. In the event of failure to agree on a proposed alteration, the existing provisions of the lease shall control operations.

## C. RENTAL RATES AND ARRANGEMENTS (Select appropriate option)

### Option 1. Cash Rent

a. As rent for the farm, the tenant agrees to pay the total sum of \_\_\_\_\_ dollars or (\_\_\_\_\_ \$/acre) per year.

The cash rent shall be paid as follows: The total cash rent shall be paid on \_\_\_\_\_ of each year, or \_\_\_\_\_ percent of the total annual cash rent shall be paid on \_\_\_\_\_, with the remainder to be paid on \_\_\_\_\_. If neither of these two arrangements is satisfactory, the annual cash rent will be paid in the following manner: \_\_\_\_\_

#### **D. IMPROVEMENTS AND REPAIRS:**

*Examples: Fences gates, roads, well pump, and water pipe maintenance and repair shall be the responsibility of the tenant. Crop plastic should be removed no later than November 15th annually.*

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#### **E. PROPERTY RIGHTS:**

1. **Right of Entry** - The landowner reserves the right for themselves, their agents, their employees, or their assigned manager to enter the farm at any reasonable time for purposes of: (a) consultation with the tenant; (b) making repairs, improvements, and inspection; (c) developing mineral resources; and (d) after notice of termination of the lease is given, for purposes of plowing, seeding, fertilizing, and such customary seasonal work, none of which is to interfere with the tenant in carrying out regular farm operations.
2. **Transfer of Farm** - If the landowner should sell or otherwise transfer title to the farm, he or she will do so subject to the provisions of this lease.
3. **Right to Sublease** - The landowner does not convey to the tenant the right to lease or sublease any part of the farm or to assign the lease to any person or persons, unless prior approval is obtained from the landowner.
4. **Heirs and Successors** - The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both landowner and tenant in like manner as upon the original parties. However, in event the lease is for more than one year, the heirs or successors of the tenant shall have the option to give written notice of termination effective at the end of the lease year in which death occurs.

#### **5. Additional agreements regarding property rights:**

a. **Hunting:** Example - Only deer predation control allowed

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b. **Recreation:** Example - Business activities and Lessee immediate family and employee access only.

#### **F. NON-PARTNERSHIP**

This lease does not give rise to a partnership. Neither party shall have the authority to bind the other without written consent. Neither party shall be liable for debts or obligations incurred by the other without written consent.

#### **G. DEFAULT**

If either party willfully neglects or refuses to carry out any provision, the other party shall have the right, in addition to compensation for damages, to terminate the lease. He or she shall do so by written notice on the party at fault, specifying the violations of the agreement. If violations are not corrected within 30 days, the lease shall be terminated.

H. ADDITIONAL INFORMATION:

Date \_\_\_\_\_ (year) \_\_\_\_\_

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Landowner

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Tenant

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Notary Public

*(Including a Notary signature is not required but adds legal credibility and can offer additional legal protections in the event of disputes.)*

**Disclaimer:** This sample agreement has been prepared for general information purposes only and is intended to provide a starting point for discussion of a property lease agreement. The main thing is to clearly state the responsibilities and rights for both parties provided by the agreement. Persons relying on this information do so entirely at their own risk, as this template only provides basic questions to be discussed for a formal agreement, and should be reviewed by legal counsel before signing.

## LEASE EXTENSION

This lease shall be extended from (date) \_\_\_\_\_, (year) \_\_\_\_\_,

to \_\_\_\_\_, (year) \_\_\_\_\_ .

Date Signed: \_\_\_\_\_

Landowner: \_\_\_\_\_

Tenant: \_\_\_\_\_

Notary Public: \_\_\_\_\_

## AMENDMENT TO THE LEASE

This amendment shall be extended from (date) \_\_\_\_\_, (year) \_\_\_\_\_,

through \_\_\_\_\_ (year) \_\_\_\_\_

Date Signed: \_\_\_\_\_

Landowner: \_\_\_\_\_

Tenant: \_\_\_\_\_

Notary Public: \_\_\_\_\_