



2004 Gould Farm Agricultural Lease

City of Mason

6000 Mason-Montgomery Road
Mason, OH 45040
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TERMS OF LEASE

This Lease of agricultural belonging to the City of Mason (the Property) is made and entered into on this ____ day of _____, 2004, by and between the City of Mason ("Landlord"), and _____ ("Tenant").

1. **Lease of Property.** Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions set forth in this Lease, the real estate located in Warren County, Ohio, which consists of slightly more than forty-four (44) acres located at 5475 Mason Road. The entire farm property is further described in the legal description attached hereto as "Exhibit A" (Bayer & Becker's property description). The parties acknowledge that **the Property does not include any dwellings, houses, barns, other farm structures, any fixtures or equipment that may be located on the Property, nor the five (5) acre tract of property containing the residential dwelling and additional buildings.**

2. **Term.** This Lease shall be a year-to-year lease beginning May 1, 2004, and continuing each year thereafter until thirty (30) days written notice of termination is given by the Tenant to the Landlord of its intent to terminate this Lease. The Landlord may terminate the Lease at any time in the event that it is deemed to be in the best interest of the Landlord to use this property for non-agricultural purposes. In the event the Tenant has crops planted at the time that the Landlord so desires to terminate the Lease, Landlord hereby agrees that Tenant shall be entitled to receive as damages for the termination of the Lease the then prevailing rate for the crops which have been planted.

3. **Rent.** Tenant agrees to pay the Landlord as rent for the Property the sum of \$_____ per year. This rent shall be due and payable in two equal installments of \$_____. The Tenant

agrees to pay the first rent installment on May 1st, of each year of the Lease, and the second rent installment on December 1st, of each year of the Lease.

4. **Use and Care of Property.** Tenant will use the Property solely for agricultural purposes allowed by law, as contemplated by this Lease. Tenant agrees to take good care of the Property, to cultivate, fertilize, maintain, and manage the Property and the soil in a careful and prudent manner, to control soil erosion as completely as practicable and to comply with all applicable laws, including, but not limited to, laws pertaining to the protection of the environment. Tenant shall make no alterations or improvements on the Property without Landlord's prior written consent. No livestock shall be permitted on the Property for any purposes whatsoever. Tenant will not commit waste or damage to the Property. Tenant will not store or leave automobiles, trucks, or tractors or other farm equipment on the Property except temporarily if necessary in the planting and harvesting of crops on the leased property. Tenant shall use insecticides or herbicides only when approved by Landlord and only in a manner consistent with other actual or potential uses of the Property and adjacent lands.

5. **Environmental Covenants.** Tenant shall not, in violation of any Environmental Laws (as defined herein), use all or any portion of the Property for the generation, treatment, storage, disposal or release of any pollutants, dangerous substances, toxic substances, hazardous waste, hazardous materials or hazardous substances ("Hazardous Materials") as defined in or pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act of 1976, as amended or any other environmental, health or safety related federal, state or local law, ordinance, rule or regulation (the "Environmental Laws"). Tenant specifically agrees to indemnify and hold Landlord, its council, its elected and appointed officials, officers, managers, employees, volunteers, and agents of the City of Mason harmless from any and all claims, liabilities, costs or expenses, including attorney fees and any costs

of all necessary clean up activities as a result of the release of such Hazardous Materials arising out of or related to the generation, treatment, storage, disposal or release of Hazardous Materials by Tenant, his family members, invitees, or other agents.

6. **Insurance and Liability.** Tenant shall maintain commercial general liability insurance suitable and customary for farming operations (including automobile and farming equipment), for personal injury, death and property damage in an amount satisfactory to Landlord and adequate workers' compensation insurance in compliance with the laws and statutes of Ohio. Landlord shall be an additional insured on any such policy. Tenant will provide Landlord with certificates of any insurance policy and will demonstrate compliance with the Ohio workers' compensation laws. Any personal property kept on the Property by Tenant shall be at Tenant's sole risk.

7. **Indemnification.** Tenant shall indemnify, defend and hold Landlord, its council, its elected and appointed officials, officers, managers, employees, volunteers, and agents of the City of Mason harmless from and against any and all judgments, orders, claims, liabilities (including statutory liability and liability under workers' compensation laws), losses, damages, costs and expenses which arise directly or indirectly out of or in connection with any occurrence on or about the Property, the use and occupancy of the Property by Tenant, his invitees, employees, agents or contractors or the breach of any of Tenant's obligations under this Lease.

8. **Right of Entry.** Landlord reserves the right to enter upon the Property to inspect the same, to make improvements, and for any and all lawful purposes arising from the ownership of the Property. Landlord also reserves the right to enter Property in order to explore possible future non-agricultural use of the Property so long as it does not unreasonably interfere with the rights of the Tenant as provided in this Lease.

9. **Default.** It is agreed that any violation of this Lease by either party shall, after ten (10) days notice (during which the default may be cured), be just cause for immediately terminating this lease. Such termination shall be in addition to any other remedies that may be available at law or in equity.

10. **Possession at End of Lease.** Upon termination of this Lease, Tenant will provide possession of the Property to Landlord without further notice, and in as good order and condition as when the same was entered by Tenant, beyond ordinary wear and tear.

11. **Assignment and Subleasing.** Tenant will not assign this Lease or sublet the Property in whole or in part without Landlord's prior written consent. Subject to this limitation, this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, successors and assigns.

12. **Miscellaneous.** This Lease sets forth the entire agreement of the parties and supersedes any prior understandings. This Lease may be modified only by written agreement of both parties. No waiver of any provision of this Lease shall be effective unless in writing, and no waiver on one occasion shall constitute a waiver on any further occasion. The provisions of this Lease shall be severable and the invalidity of one provision shall not affect any others. IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Tenant Name	Signature	Date

Landlord Representative	Signature	Date