

Crop Share Lease Agreement

This lease made in duplicate the _____ day of _____ A D.
20__ Between _____ of
_____ (Landlord's Name) (Address) in the State of
Victoria hereinafter called the "landlord" being the registered owner or the purchaser under an
Agreement for Sale of Land described below. - and -
_____ of
_____ (Tenant's Name) (Address) in the State of Victoria
hereinafter called the "tenant."

1. **Witness that in consideration of the rents**, covenants, promises and agreements contained in this lease on the part of the tenant to be paid, observed and performed, the landlord does hereby lease to the tenant the following farm lands and premises situated in the State of Victoria, that is to say:

Land (legal description):

hereinafter called "the land."

Together with the following buildings, namely:

Buildings:

Excepting and reserving unto the landlord the following lands and buildings, namely: Lands Reserved:

Buildings Reserved:

2. Term

This lease shall continue in force on the said land and premises for and during the term of _____ years from the _____ day of _____ AD 20__ to the _____ day of _____ AD 20__.

Any overholding by the tenant shall be considered a trespass.

3. Rental

The tenant will pay to the landlord the yearly rental of _____ share or portion of the whole seed crop value which is grown on the said land during the term of this lease. The payment for the crop shall become the property of the landlord at the time of payment from the seed crop buyer.

- and -

(1) Cash rental of \$ _____ for pasture on the said land during the term of this lease, to be paid on or before _____ each year. (Date)

- or -

(2) See additional clauses in publication titled Pasture Lease Agreements.

- or -

(3) A cash rental for pasture as outlined below:

4. Victorian Laws Apply

The contents of this agreement shall for all purposes be construed according to the laws of the State of

Victoria and any cause of action arising hereunder shall be entered and tried in the judicial centre serving the area of Victoria in which the land of this agreement is located.

5. Landlord and Tenant Definitions

The terms “landlord” and “tenant” shall include their heirs, executors, administrators, successors and assigns in the singular or plural number and feminine or masculine gender when the context or the parties so require and all the covenants shall be construed as being joint and several.

6. Cropping Plans

The tenant shall make all decisions with respect to growing of crops on the land unless stated otherwise in this agreement.

- or -

The tenant and landlord will agree on an annual cropping plan by _____ of each year. The cropping plan will include crops to be grown, livestock to be raised, pesticides to be used and conservation practices to be employed for each year, unless stated otherwise in this agreement.

7. Sharing the Cost of Growing the Crop

The tenant shall be responsible for all costs of growing crops on the land unless stated otherwise in this agreement.

- or -

The landlord and tenant share the costs of crop inputs such as, but not limited to fertilizer, herbicides, insecticides, fungicides, seed and/or seed treatment, in the same proportion as the share of crop set out in this agreement.

- or -

The landlord and tenant share the costs of crop inputs such as, but not limited to fertilizer, herbicides, insecticides, fungicides, seed and/or seed treatment, as specified below:

8. Resource Protection

The tenant shall: a) cultivate, seed, control weeds, insects and disease, harvest crops and raise livestock on the land in a sustainable manner; b) use pesticides in accordance with labelled directions; and c) minimize soil loss from erosion with the use of, but not limited to, crop residue management, conservation tillage, grassed waterways, stripcropping, tree planting or other accepted conservation practices. The tenant shall not: a) allow overgrazing of any of the land that is in grass or forages; b) overload nutrient levels on the land or adjacent water bodies; c) allow pesticide to drift on to non target lands, including adjacent crops, shelterbelts and yardsites; d) accumulate, permit or allow the accumulation of any waste material, debris, refuse or garbage; and e) allow any site contamination such as, but not limited to, chemicals, oil spills, hydro carbons or any other waste materials on the land or adjacent water bodies.

9. Pesticides

The tenant shall make all decisions with respect to which pesticides can be used on the land.

- or -

The tenant and landlord will jointly agree upon a cropping and pesticide usage plan for the term of this lease.

- or -

The tenant shall make all decisions with respect to which pesticides can be used on the land and by _____ (date) of each year of this lease, the tenant will supply the landlord with a listing of what pesticides were applied to crops growing on the land.

- or -

The tenant is prohibited from using the following pesticides, unless mutually agreed upon:

10. Use of the Land

The tenant will use the lands and premises for the purpose of growing crops or forages or the pasturing of livestock, and the tenant shall not, without the written consent of the landlord: a) sublet, or assign this lease, or any part thereof, or any interest therein without obtaining the written consent of the landlord to the sublease or assignment; b) change the natural course of any waterways on the said land; c) cut down trees growing upon the land, nor will he permit any other person to do so; d) allow the entry of any persons for the purpose of outfitting, eco-tourism, picking of berries or flowers or any such plant materials; e) remove any sand, gravel, clay, stone or other such substances existing on, or under the surface of said land; and f) bring into cultivation any new lands.

11. Seeding

The tenant will seed to crop all the said land under cultivation during the term of this lease. The type and acreage of each crop to be seeded shall be determined by the:

- (a) tenant
- or -
- (b) tenant and landlord by mutual agreement.

13. Crop Residues and Fire

Crop residues including straw, chaff and stubble remaining after harvesting the crops on the land shall not be burned, baled or otherwise removed, used or disposed of without the consent of the landlord.

- or -

Crop residues including straw, chaff and stubble remaining after harvesting the crops on the land shall be left on the soil surface or incorporated into the soil. Stubble burning is prohibited.

- or -

Crop residues including straw, chaff and stubble remaining after harvesting the crops on the land shall be left on the soil surface or incorporated into the soil. Stubble burning is prohibited, and as such, the tenant shall indemnify and save harmless the landlord from all loss and damage caused by fire or otherwise through the negligence or carelessness of the tenant, the tenant's family or the tenant's employees.

14. Delivery of seed

The tenant will deliver the landlord's share of the sale of seed as determined by the landlord, at a date determined by the landlord.

15. Sale of Crops

The tenant will decide all marketing choices and strategies for the crops grown, including where and when the sale is to take place and about all production contracts and deferred delivery contracts perceived necessary.

- or -

The landlord and tenant will, by mutual agreement, and prior to _____ (date) of each year, determine a marketing strategy for the crops to be grown.

- or -

The landlord and tenant will agree to market the crops grown in the following manner:

16. Crop Insurance

The tenant has the option to take out an insurance contract and in so doing shall absorb the total cost of coverage and receive all the revenue from any claim. Note that if the landlord and tenant wish to

jointly share in the benefits of production insurance, a separate agreement should be drafted to address this arrangement, consult a lawyer.

17. Insurance

Insurance on all leased buildings in this agreement shall be the responsibility of the landlord. The landlord and tenant shall insure crops and fodder by sharing the cost of premiums and share in any claim, with costs and benefits shared in the same proportion as their share of crop. The parties agree to insure crops grown on the land against loss from the following hazards:

(All Risk, Hail, Fire, Theft, etc.) Coverage shall consist of the following (crop, level and amount):

18. Storage of seed

The tenant will provide seed storage for seed before sale.

20. Compensation for Oil and Gas, Utilities, Roads, and Rights-of-Way

Compensation for reasons such as, but not limited to, property damage and inconvenience from oil and gas exploration, pipeline development, power and telephone line installations, or road construction, shall accrue to the party that has suffered the loss. The landlord will have the final say on who has suffered the loss except as follows: a) where the compensation is for crop damage, the loss shall be deemed to be shared between the tenant and landlord in the same proportion as the share of crop set out in this agreement. b) where the compensation is for work completed by the tenant such as, but not limited to, fence reconstruction, grass reseeding or top soil levelling, the compensation will be paid to the tenant. c) where the compensation is for the creation of a nuisance situation such as, but not limited to, gates being left open, dust or noise, the compensation will be paid to the tenant.

21. Taxes

The cost of all municipal and other taxes on the land included in this lease shall be paid by the landlord.

- or -

The cost of all municipal and other taxes on the land indicated in this lease shall be paid by both the tenant and landlord in the same proportion as the share of crop set out in this agreement.

22. Improvements

The tenant shall not make major improvements, other than what is considered normal repair and maintenance, to the leased land or any other assets identified in this agreement without written permission of the landlord. Major improvements, which without restricting the generality of the term, shall include: water development, erosion control, fencing and building construction, clearing, breaking, and seeding to pasture and hayland. Such consent shall be attached to and form part of the lease agreement. The amount of compensation shall be an amount agreed upon by the landlord and tenant. Title to all improvements shall vest in the landlord and no improvements shall be sold, removed, disposed of or encumbered without the written consent of the landlord.

23. Repair of Buildings, Fences and Improvements

Responsibility for normal maintenance and repair to buildings, fences and improvements shall be as follows: Tenant's Responsibility (list items):

Landlord's Responsibility (list items):

24. Unharvested crops or seed in Storage at Termination of Lease

In the event that the harvesting and/or marketing conditions prevent the tenant from delivering the seed grown and stored on the leased land during the term of this lease, such seed may be harvested and removed from the landlord's property according to The Agricultural Leaseholds Act.

25. The tenant shall protect the said land and indemnify the landlord in regard to any and all liens and charges by reason of or in any way accruing from the construction of any building or the making of any improvements thereon done by or on behalf of the tenant.

26. The tenant shall indemnify and save harmless the landlord against all claims, liabilities, demands, damages or rights or causes of action whatever made or asserted by anyone arising out of or incidental to this indenture or use or occupancy of the said lands and premises.

27. That if the term hereby granted or any of the goods and chattels of the tenant or his assigns shall be at any time seized or taken in execution or in attachment by any creditors of the tenant or his assigns, or if the tenant or his assigns shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, or if any writ of execution shall issue against the goods and chattels of the tenant or his assigns, the then current year's rent shall immediately become due and payable, and the said term shall immediately become forfeited and void at the option of the landlord.

28. That if the rent reserved or any part thereof be in arrears whether such rent has been demanded or not, or if there be default, breach or non-observance by the tenant at any time or times of any covenant, proviso, condition or reservation herein contained, which on the part of the tenant ought to be observed or performed, whether such covenant be positive or negative, or if there be any seizure or forfeiture of the said term for any of the causes herein specified, then the landlord or his agents may enter upon the said lands and premises and thereafter have, possess and enjoy them as if his indenture had not been made, and no acceptance of rent subsequent to any breach or default other than nonpayment of rent nor any condoning, excusing or overlooking by the landlord on previous occasions of breach or defaults similar to that for which reentry is made shall be taken to operate as a waiver of this condition, nor in any way defeat or affect the rights of the landlord herein.

29. The tenant shall at the expiration of the said term or other sooner determination of this lease peaceably and quietly leave, surrender and yield up onto the landlord the said lands and premises in good and sufficient repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

30. If the tenant fulfils the terms and conditions of this agreement, the tenant shall and may peaceably possess and enjoy the said land for the said term, without any interruption or disturbance from the landlord or any representative of the landlord.

31. The landlord or a representative of the landlord has the right at all reasonable times to attend and inspect the said property. The landlord reserves the right of entry and exit over and upon the land in this agreement to use any land and buildings expressly excluded from this agreement.

32. If either party shall fail in any respect to carry out any of the provisions of this lease agreement, the other may have the same done, and the costs shall be paid by the party failing to carry out the said provisions.

33. Renewal

The term of this lease may be extended by mutual agreement between the landlord and tenant for a further period upon the same terms and conditions as contained herein, except as otherwise agreed in writing by the parties executing a renewal statement.

34. Incoming Tenant

An incoming tenant, purchaser or the landlord shall have the right to enter on the land contained in this agreement after harvest in the fall preceding the expiration of the said term for the purpose of preparing the land for crop.

35. Arbitration

The landlord and tenant may by mutual agreement submit any disagreement, which may arise with respect to the terms and conditions of this lease to arbitration in accordance with The Arbitration Act.

36. Termination

The landlord and tenant may mutually agree to terminate this lease at any time. I, _____ do hereby accept this lease of the above (Tenant's Name) described land to be held by me as tenant, and subject to the conditions, restrictions and covenants above set forth.

In Witness whereof the parties have set their hands and seals this _____ day of _____ AD 20_____.

SIGNED, SEALED AND DELIVERED IN THE) PRESENCE OF:)))

_____) _____

As to the execution by landlord) (Signature of Landlord)) AND IN THE PRESENCE OF:)))

_____) _____