Patterson School Incubator Farm

Land Lease Contract

This agreement entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (name) (address)

(hereafter referred to as “Lessee”), and the Patterson School Foundation, Inc. (hereafter referred to as “Lessor”).

Business name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Incubator Farm Contacts:

Ben Loomis | 828-434-6571 | benloomis@pattersonschoolfoundation.org

1. **Terms of Lease**
2. **Property Description**

The Lessor hereby leases to the Lessee, to use for organic agriculture and related purposes, the following described property:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_ acres.

A map of the property is included in Appendix I.

1. **Rental payment.**

Rent shall be paid as follows:

$1000, paid in monthly installments, to the Patterson School Foundation by the Lessee no later than the 5th of each month. Cash or checks may be mailed to PO Box 500, Patterson, NC 28661.

1. **Time period covered.**

The provisions of this agreement shall be in affect beginning on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_. and continuing until the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

1. **Renewal.**

The Lessee’s intention to either renew or discontinue this lease beyond the time period covered must be made with five month’s written notice, and a new executed agreement with provisions of the renewed lease will be required. If intent to not renew or no intent is given, The Lessor reserves the right to lease the land to others and access the land for purposes of showing the property to potential future tenants.

1. **Amendments and alterations.**

Amendments and alterations to this lease shall be in writing and shall be signed by both the Lessee and the Lessor.

1. **Right of entry.**

The Lessor, as well as agents and employees of the Patterson School Foundation, reserve the right to enter the farm at any reasonable time to a) consult with the Lessee; b) make repairs, improvements, and inspections.

1. **No right to sublease.**

This agreement does not convey to the Lessee the right to lease or sublet to any person or persons whomsoever, including for the purposes of hunting or other recreational uses.

1. **Hold harmless.**

The Lessor shall not be liable for any damage to either person or property sustained by the Lessee or by any third party arising in any way out of Lessee's use, operation, occupancy on the Patterson School Foundation premises, or by the sale or distribution of any product manufactured on the premises.

1. **Insurance:**

The Lessor requires the Lessee to provide a Certificate of Liability Insurance covering the Lessee at a minimum of $1M/occurrence for damages to persons and property that may arise. This policy must list the Patterson School Foundation as an additionally-insured party. Lessee shall accept full responsibility for damages not covered by the Lessee’s insurance policy.

1. **Breach or Default:**

Lessee must correct any breach of this agreement within 14 days after receiving written notice of same from the Lessor. If more than 14 days pass without corrective action taken, The Lessor may terminate this agreement, and take action necessary to remove the Lessee’s property and lease the land to others.

1. **Rate Increases:**

The yearly rent for the Incubator Farm program is subject to change at any time based on improvements made to the program and other funding requirements. Current Incubator Farmers will be given 6 months’ notice of any rate increases to go into effect.

1. **Rules & Regulations**
2. **Land use.**

Leased land is to be used solely for purposes of organic farming, and may not be used as storage space for items not directly related to the Lessee’s farming activities, or used to generate income in a way other than organic farming. Lessees are not permitted to host events without the permission of the Lessor. Alcohol use and firearms are not permitted on the premises. Any illegal activity conducted on the premises is considered a breach of this agreement.

1. **Hours.**

Hours for the Incubator Farm are from sunrise to sunset. Lessee may not camp, park overnight, or work on the premises outside of daylight hours without the permission of The Lessor.

1. **Kitchen Access.**

The Lessor will provide Lessees enrolled in the Incubator Farm program with access to and use of the Kitchen subject to the terms of the Kitchen Rules and Regulations found in Appendix II. Kitchen usage must be reserved in advance.

1. **Farm Information**
2. **Products:** Describe the agricultural products that you will grow/raise on the land, including amount, breed/variety, expected yield, sales locations, and other enterprises to be conducted on the land.

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**Business Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Tax Id #:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Lessee Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Lessee Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Lessor Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Appendix I: Site map**

**Appendix II: Kitchen Use Rules & Regulations for Incubator Farmers**

The Lessor will provide the Lessee with access to and use of the Kitchen subject to the terms of this agreement. The Kitchen is a shared-use facility, equipped with gas range and convection oven, sinks, tables, walk-in refrigerator, free-standing refrigerator / freezer and other miscellaneous food preparation equipment. The Lessee shall maintain the Kitchen in a sanitary and orderly state, and shall furnish all small wares needed for food processing.

The Lessee furnishes own food, spices, bowls, spoons, towels, pots, pans, cutting boards and cleaning supplies: dishwashing liquid, bleach, cleaning cloths, trash bags, etc. When processing is completed for the day, The Lessee removes food and equipment from the Kitchen or stores same in designated areas. The Lessor will not be held responsible for misplaced items.

**Housekeeping Policies:**

1. No Patterson School Foundation items or equipment shall ever leave the premises.

2. The Lessee must assure that Kitchen is clean and sanitary before and after each use.

3. The Lessee may not transfer the privileges of this agreement to any third party, nor allow a third party to operate in the Kitchen at any time, unless given prior authorization by The Lessor.

4. No children are allowed in the Kitchen, and no animals are to be brought onto the premises.

5. No smoking on the premises.

6. No solid matter or grease down the sink drain. Use a paper towel and waste basket for this.

7. Do not waste water, heat, electricity, a/c, etc. - Thank you!

8. The Lessor has the right to enter and inspect the Kitchen at any time. The Kitchen is regulated under the Caldwell County Health Department, which also has the right to inspect at any time.

 9. This agreement may be modified only in writing, signed by both parties.

All items stored in the Kitchen must be clearly identified and labeled with the Lessee's name. Opened food items must be stored in tightly covered labeled containers. No cardboard boxes are allowed, as they are breeding grounds for insects. Clean plastic crates or covered plastic tubs are good to store utensils and other items. The floor and all surfaces are to be kept swept, mopped and left clean and sanitary.

Items in refrigerator(s) must be clearly identified, labeled and dated with the Lessee's name. Food items must be stored tightly covered in an efficient manner, using good sanitation guidelines. Clean and sanitize your storage area at the end of the day, and mop spills immediately. Dispose of trash and garbage in the appropriate containers provided. Empty trash containers and leave trash cans clean. Sweep the floor and wipe out sinks to leave the Kitchen clean and fresh for everyone.

Scheduling: Kitchen hours must be scheduled in advance. A minimum of two hours per use is required to allow time for clean-up. Email benloomis@pattersonschoolfoundation.org for scheduling.