

## USE AGREEMENT FOR FARM LAND

### I. Contracting Parties, Property Description, and Terms

1. This agreement is made this     day of     , 200   by and between the Sudbury Valley Trustees, Inc., a Massachusetts charitable corporation with a mailing address at 18 Wolbach Road, Sudbury, MA 01776, hereinafter referred to as SVT, and ***Farmer's Name***, with a mailing address at ***Address***, hereinafter referred to as the User.
2. In consideration of the agreements with the User set forth below, SVT agrees that the User may occupy and use, for agricultural purposes only, the specific field located on the ***SVT property name*** property in the town of Sudbury, described and shown on the map attached to this agreement as Exhibit A. The size of the field subject to this agreement is ***size*** acres.
3. This agreement shall be effective on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, and shall be for a term of five (5) years from that date.
4. The rental fee for the use of the property shall be at the rate of \$40.00 per acre per year for vegetable crops and \$24.00 per acre per year for forage crops and for any tillable portion of the property that lies fallow or is otherwise in preparation for a future crop.

Annual rent for the first year, plus one year's rent as a security deposit, shall be payable in full upon execution of this agreement, and shall be payable in full on the first of December in subsequent years. The first year's rent and the security deposit shall be figured at the forage crop rate (*\$provide totals*). If a payment adjustment is necessary to account for the actual crop use of the property, the rent paid on December first of each year will reflect such adjustment.

### II. Land Use and Cropping Program

The User agrees to the following terms and conditions:

1. To farm the land following accepted agricultural principles consistent with this agreement;
2. To develop and maintain the field(s) in good condition, including the Ph, fertility, and soil structure; to make reasonable efforts to prevent soil erosion; and to maintain the premises in as good condition and repair as at the beginning of the term of this agreement, or as later improved;
3. To keep the premises free from farm equipment and all litter and refuse, such as containers, packaging, plastic mulch, and temporary fencing, except as necessary for farming operations;
4. To keep peripheral trails free of furrows, agricultural products, and wastes.

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date:

5. No trees or shrubs shall be cut down or removed without the written consent of SVT. The User shall take care to prevent injury or damage to the trees and shrubs on the premises. Woodland which is encroaching on cropland may be cleared after appropriate marking and agreement by SVT. No topsoil, loam, gravel, rock, sand, humus, or other types of earthen or mineral matter shall be removed from the premises.
6. For fields used for growing annual crops, the User agrees to plant a cover crop of winter rye or other mulch crop by October 15 of each year, weather conditions permitting. Alternatives to planting a cover crop must be proposed in writing to SVT on or before October 1 for SVT approval.
7. The use of pesticides, herbicides, and fungicides shall be limited to those registered under Commonwealth of Massachusetts regulations and shall be used in accordance with all pertinent instructions and limitations. User shall use integrated pest management (IPM) practices to control crop pests when practicable.
8. User shall not allow any other use of the premises which is contrary to the intent of this agreement.
9. By December 1 each year, the User agrees to submit to SVT a brief written report of farming activity during the preceding year. The report may include, but is not limited to, crop yield, soil improvements, vandalism, and pesticide use (as required by state law). The report will assist an annual review of the terms of this agreement by the User and by SVT, which shall be completed by December 20 of each year; any mutually agreeable amendments or other revisions to this agreement shall be incorporated at that time.
10. User agrees to prepare a long-range farm plan (5 years) and present the plan to SVT prior to signing the use agreement. User additionally agrees to meet with SVT staff twice annually to discuss farming activities and review farm plan. The farm plan may be modified at anytime upon the agreement of both SVT and the farmer.

### III. Insurance

The User shall give evidence to SVT that the User has a general liability insurance policy covering liability for the User and the User's employees for injury to persons, including death, and for damage to the property resulting from the operations of the User, the User's employees, and the User's agents under this agreement, which provides indemnity protection to the amount or limit of at least \$1,000,000 on account of injury to or death of any one person, and subject to such limits as respects injury or death of one person, of at least \$2,000,000 on account of any one accident resulting in injury or death of more than one person. SVT shall be named as an additional insured on the policy. User agrees to

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hold SVT harmless from any claims or demands made in connection with the activities of User on the premises.

IV. Public Safety and Environmental Values

Consideration of public safety and the protection of the environmental values of the premises shall have absolute preference over any of the User's activities. If, in the opinion of SVT, there is prolonged and/or significant conflict with other uses of the premises or with the preservation of its natural qualities or with the integrity or condition of its fields, woodlands, and/or trails, the agreement may be terminated in accordance with Section VII.

V. Rights and Privileges

1. SVT or anyone designated by it shall have the right of entry to inspect its property and/or the farming methods being used.
2. The User shall have the right to erect, maintain, and remove, at his expense, temporary fencing and moveable buildings on the property, provided that a) such fencing or buildings or their removal do not damage SVT's property in any way and b) such fencing or buildings have been approved in writing by SVT prior to construction or installation.
3. If the User fails to plant and cultivate crops, or otherwise fails to maintain the premises in condition so as to allow for the cultivation of crops, SVT or its designated agent shall have the right of entry to plant crops or maintain the premises in good agricultural condition at the expense of User.
4. It is understood that other activities allowed by SVT on its properties shall be permitted, insofar as such activities will not interfere with the User's agricultural uses. Examples would be cross-country skiing in winter when the premises are not being used for farming, and such other activities as horseback riding, hiking, and nature walks on trails designated for such uses during any time of the year.
5. The User acknowledges and agrees that User has no legal right, claim, or interest in the ***SVT property name*** property other than the right to conduct agricultural activities as set forth in this Use Agreement.

VI. Assignment

The User shall not assign by power of attorney, or otherwise, or sublet the right and privilege conferred upon it by this agreement, or any portion of it, nor shall any such rights or privileges be subject to attachment or otherwise reached by any legal or

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equitable process.

VII. Enforcement of Agreement and Termination

1. SVT may terminate this agreement at any time for material non-compliance by the User with any of its terms with fourteen (14) days' written notice.
2. Either party may terminate this agreement on a date between November 1 and March 31 provided that notice of termination is delivered at least 30 days prior to the termination date. Written notice shall mean the mailing by certified mail of the intent to terminate to either party at the address set out at the beginning of this agreement (paragraph I.1.).
3. The User agrees to yield up possession of the premises without further notice at the expiration of this agreement, leaving the land in at least as good condition as it was at the beginning of the agreement period.

VIII. Signatures

\_\_\_\_\_  
date

Sudbury Valley Trustees, Inc.  
by its:

\_\_\_\_\_  
date

***Farmer***