

APPENDIX B - SAMPLE LEASE AGREEMENT

INDENTURE OF LEASE

THIS AGREEMENT AND INDENTURE OF LEASE is entered into this _____ day of _____ **YEAR** by and between the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, hereinafter called the "LESSOR", and **NAME AND ADDRESS OF LESSEE**, hereinafter called the "LESSEE".

W I T N E S S E T H

That the LESSOR does hereby demise and lease unto the LESSEE that certain parcel of real estate: **Address of Parcel** containing approximately **Acres in words (xx)** tillable acres located **Address of Parcel**, RI, which parcel consists of **#fields** tillable fields: **Name of Field A, Name of Field B, C, and D**, and is clearly described in Exhibit "A" attached hereto and made part hereof, hereinafter referred to as the premises.

TO HAVE AND TO HOLD said Premises, with all rights, privileges, use and occupancy and the appurtenances thereto, unto and to the use of the LESSEE, for and during the term of five (5) years, limited to the period of March 1 to **INSERT END DATE** annually, upon the following covenants and conditions:

1) USE OF LEASED PREMISES

The LESSEE shall use the Premises for the purpose of raising and harvesting agricultural products under the terms and conditions below. The premises may not be used for any other purpose unless such other use is approved in writing by the State of Rhode Island - Division of Fish and Wildlife. The property is managed for wildlife resources; the agricultural activities, both requested and allowed, are designed to sustain and enhance wildlife habitat.

Will change depending on Parcel and Crops allowed – TBD before parcel is put out to bid.

- a) **Allowable Crops (Field A and Field B): In fields A and B, corn or other row crop(s) may be raised, provided crop can be harvested by September 15. If the Lessee**

intends to plant corn, they must use a variety that will reach maturity in time to ensure harvest and cover crop planting by September 15.

- b) Allowable Crops (Field D): Field D shall be managed for hay production (growing and cutting of alfalfa or grass hay). Row crops are not permitted to be raised in Field D. Field D must be planted with alfalfa or grass hay in 2021. Field must be cut or mowed at least once annually prior to September 15.
 - c) Wildlife Food Plot (Field C): A wildlife food plot of sunflower must be planted in rows by drill prior to June 1, annually, at a rate of ten (10) lbs/acre throughout the entirety of Field C. The sunflower plot must be fertilized at the time of planting and the crop must be left unharvested. Failure to plant an appropriate wildlife food plot by June 1 annually will result in termination of this lease.
 - d) Standing Crop: Corn must be planted and left unharvested in a fifty-foot (50 ft) wide strip along the entire northern edge of Field A and along the entire northern edge of Field B as illustrated by the map (Exhibit A) as standing crop, regardless of principal crop. The Division of Fish and Wildlife may cut, trim or remove crops within these areas at any time. Failure to provide an appropriate amount of standing corn by September 15 annually will result in termination of this lease.
 - e) Cover Crop: a cover crop of winter rye must be planted by September 15, annually, at a rate of 150 lbs/acre throughout the entire leased area in principal crop (Fields A and B). Failure to harvest principle crops and plant appropriate cover crop by September 15 annually will result in the termination of this lease.
 - f) The Lessee shall follow appropriate agricultural and environmental Best Management Practices as determined by the RIDEM Division of Agriculture and/or the USDA.
 - g) The Lessee shall comply with all regulations of the Rhode Island Pesticide Control Act of 1976.
 - h) No turf grass shall be permitted to be grown on the premises.
 - i) Failure to comply with any terms or conditions of the lease will result in termination.
- 2) **RENT:** The LESSEE shall pay unto the LESSOR an annual rental fee of **INSERT AMOUNT (\$XXX.XX)** in advance on the first business day of each and every year

until said rent is paid in full, **payable to the Department of Environmental Management, State of Rhode Island and sent to the Division of Fish and Wildlife, 277 Great Neck Road, West Kingston, RI 02892.** The LESSEE, paying the rent and performing on its part the agreements herein contained, may peaceably hold and enjoy said leased premises and appurtenances during the term of this lease without any lawful let or hindrance by the LESSOR or any person claiming by, through or under it.

3) PRIOR TERMINATION:

- a) If, during the term of this lease, the LESSOR, through the Department of Environmental Management, determines that the leased Premises are desired by the LESSOR for an alternative public use, and upon written notice given six (6) months in advance by the LESSOR to the LESSEE to vacate, this lease shall be terminated and thereupon declared at an end; and both the LESSOR and the LESSEE shall be fully released and discharged of all of the terms, covenants, and conditions of this lease provided the LESSEE has paid the LESSOR all accrued rental and other charges that may be due under this provision during the term of this lease; and in the event a portion of the demised premises is so desired, all terms, covenants, and conditions of this lease shall remain in full force and effect, except that the LESSOR shall prorate the annual rental for each remaining year of the lease to compensate for the acreage taken; and except that LESSEE shall be entitled to enter upon the demised premises to harvest and remove any crops within 6 months of such termination.
- b) In the event the LESSEE shall fail to pay the rent or in the case of failure on the part of the LESSEE to perform and adhere to all of the covenants and agreements contained in this lease, and such failure shall continue for more than fifteen (15) days or longer than is reasonably necessary and requisite to correct the failure, after written notice has been given by the LESSOR to the LESSEE specifying the existence and nature of the default, the LESSOR shall be at the liberty to enter upon and take immediate possession of the leased premises and declare this lease at an end.

- 4) ASSIGNMENT AND SUBLETTING: The LESSEE shall not assign this lease or sublet the whole or any part of the Premises.
- 5) BUILDING ERECTION, REPAIRS & ALTERATIONS: No building or other structure shall be erected or installed on the leased premises. Lessee shall make no alterations to the premises without obtaining the prior written consent of the LESSOR.
- 6) MAINTENANCE OF THE PREMISES: The LESSEE shall keep the Premises and any building, structure or other appurtenance thereon, clean and in good repair during the term of this lease, ordinary wear and tear thereof, damage by fire, and other unavoidable casualty excepted, provided that the LESSEE shall obtain and maintain the insurance specified herein, and at the expiration or sooner termination of this lease, the LESSEE will quietly and peaceably surrender up possession of the Premises to the LESSOR in as good condition as they now are, or may be put in, ordinary wear and tear thereof, and other unavoidable casualty excepted. The LESSEE shall be responsible for and repair, at its own expense, all damage caused by LESSEE, LESSEE's negligence or by the negligence of LESSEE's agents, employees, servants, invitee or visitors to the Premises and all buildings and other appurtenances owned by the LESSOR on the Premises, said damage to be repaired to the satisfaction of the LESSOR. The LESSOR may, upon two (2) days notice, unless such notice is impracticable or in the case of an emergency, enter to view and inspect the Premises and any building, structure or other appurtenances thereon and to order such repairs as may be considered reasonably necessary. LESSEE shall make no alterations to the Premises without obtaining the prior written consent of LESSOR.
- 7) INSURANCE:
- a) Liability: The LESSEE shall obtain and maintain throughout the operation of this lease, comprehensive general liability insurance running to the benefit of both the LESSOR and the LESSEE for bodily injuries including death in the sum of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00) for any one person and ONE MILLION 00/100 (\$1,000,000.00) for any one occurrence and

ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) for property damage for any one accident. Said insurance shall name LESSOR as an additional insured, on a primary and non-contributory basis and there shall be a waiver of subrogation to the benefit of the LESSOR. The minimum amounts of such general liability insurance and terms thereof to be in effect for each year during the term of this lease shall be fixed by the Director of the Department of Environmental Management. The minimum amounts of such liability insurance may be modified, as necessary, on a reasonable basis by the LESSOR during the term of this lease.

- b) Certificates: LESSEE shall provide LESSOR with certificates of all insurance specified above with proof of payment of the premium(s) therefore at the commencement of the term of this lease and annually on or before January 1st of each year of this lease and as LESSOR may otherwise reasonably request. Said certificates shall name LESSOR as an additional insured on the policy on a primary and non-contributory basis with waiver of subrogation and shall cover the entire scope of LESSEE's use of the Premises. Such insurance shall be written with a company or companies of recognized responsibility authorized to engage in the business of such insurance in Rhode Island.
- 8) TAXES: All real estate and other taxes legally assessed against property of the LESSEE on the premises shall be paid by the LESSEE during the term of this lease.
- 9) LIEN: Notwithstanding any other provisions herein contained the LESSOR shall have a lien upon all personal property of the LESSEE to secure the payment of all rent due or to become due under the provisions of this lease, as well as the payment and performance of any and all other obligations of the LESSEE contained in this lease.
- 10) NOTICES: All notices required to be given by the LESSEE to the LESSOR shall be addressed in writing to the Director of the Department of Environmental Management, 235 Promenade Street, Providence, RI 02908, with copies of such notices to be sent to the Division of Fish and Wildlife, Great Swamp Field

Headquarters, 277 Great Neck Rd, W. Kingston, RI 02892, and any notices from the LESSOR to the LESSEE shall be addressed to **INSERT NAME AND ADDRESS**.

- 11) INDEMNITY: LESSEE agrees that LESSEE shall, at all times, defend, protect and save, hold harmless and indemnify the LESSOR, its agents, servants and employees against and from: (1) any penalty, damages or charges, including attorneys' fees for any violation of any law or ordinance whether occasioned by negligence or willful act of LESSEE or of LESSEE's agents, employees, servants, invitee or visitors; (2) all claims including bodily injury and death, loss, costs, damage or expenses, including attorney's fees arising out of or from any accident, incident, or occurrence in any way connected to the use in, on or about the Premises by LESSEE, or by LESSEE's agents, employees, servants, invitee or visitors, or arising out of or from any act or negligence of the LESSEE, or of the LESSEE's agents, employees, servants, invitee, or visitors; and (3) all claims including bodily injury and death, loss, costs, damage or expenses including attorney's fees arising out of or from any failure of the LESSEE in any respect to comply with and perform all the requirements and provisions of this lease.
- 12) APPROVAL: This Agreement shall be effective only subsequent to its approval by the State Properties Committee as designated below.
- 13) ENTIRE AGREEMENT: This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, representations, arrangements, and understandings between the parties.
- 14) APPLICABLE LAW: This Indenture of Lease and all rights and obligations hereunder shall be governed by the laws of the State of Rhode Island.

15) IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS:

LESSEE:

By: _____
NAME OF LESSEE

LESSOR:
STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS
DEPARTMENT OF ENVIRONMENTAL
MANAGEMENT

WITNESS:

By _____
Janet Coit, Director

Approved this _____ day of _____, **YEAR** by the State Properties Committee.

APPROVED AS TO TERMS
AND CONDITIONS:

Chairman, State Properties Committee

APPROVED AS TO
SUBSTANCE:

Director of Administration

APPROVED AS TO FORM:

Attorney General

APPROVED:

Public Member, State Properties Committee

Public Member, State Properties Committee

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County and State, on the ____ day of _____, **YEAR** before me personally appeared **Janet Coit**, the Director of the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, to me known and known by me to be the party executing the foregoing instrument for and on behalf of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT and he acknowledged said instrument by her executed to be her free act and deed in her capacity as aforesaid, and the free act and deed of the STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

Notary Public

My Commission expires: _____

STATE OF RHODE ISLAND
COUNTY OF _____

In _____, in said County and State, on the ____ day of _____ **YEAR** before me personally appeared **NAME OF LESSEE** to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument by executed to be free act and deed.

Notary Public

My Commission expires: _____

Exhibit A – Map of Property to be inserted here.

SAMPLE