

LEASE AGREEMENT

Village of Waldo-Farm Land

This agreement is made and entered into this ____ day of _____, by and between the Village of Waldo (“Village”), a municipality, and _____ (“Tenant”).

Whereas, The Village of Waldo owns, controls, and operates parcel #5901023270, situated at State Highway 28, Waldo, WI, and parcel #59191771150 situated at 208 E Second St, Waldo, WI, and possess the power and authority to grant certain rights and privileges with respect thereto, including those set forth in this agreement; and

Whereas, Tenant desires to lease land from the Village of Waldo for the purpose of soil cultivation and crop production.

Whereas, the Village of Waldo agrees to lease to Tenant and Tenant agree to lease, from the Village, land as described in Exhibit A (attached hereto and incorporated herein by reference.)

NOW, THEREFORE, in consideration of the covenants, terms and conditions set forth herein, the parties agree with the terms of this agreement.

1. The term of this agreement shall be for a period of three years commencing on January 1, 2025, and terminating on December 31, 2027, unless sooner terminated in accordance with the terms of this agreement.

This agreement may be renewed for an additional (3) year period upon the mutual written consent of the parties. Any such renewal will likely include an upward adjustment of rent.

2. Tenant shall pay the Village the sum of _____ per tillable acre in 2025, 2026, and 2027 respectively as and for rent. The tillable acreage is approximately 29 acres, and therefore the total annual rental payment is _____. Payment shall be made in two (2) installments each crop year. The first installment of _____ shall be paid no later than May 30 in each year of this agreement. The second installment of _____ shall be paid on or before November 30 in each year of this agreement. Payment, in the form of a check or money order payable to the “Village of Waldo,” must be mailed or delivered to the Village of Waldo Clerk’s Office, 810 W Second St., Waldo, WI 53093 on or before the due date. In the event payment is not made on or before the due date a late charge of \$75.00 shall be paid by the Tenant to the Village. In the event the Tenant is delinquent for a period of thirty (30) days or more in paying to the Village any monies due and owing to the Village pursuant to this agreement, the Village may, at the Village’s option, terminate this agreement. The Tenant shall pay the Village interest thereon at the rate of eighteen percent (18%) per annum from the date payment was due until full payment is made for any amount due and owing after termination of this agreement.

3. The Village hereby grants the Tenant the privilege of using the leased land for the purpose of soil cultivation and crop production, and for no other purposes.
4. The Tenant has no right to exclusive possession of any portion of the Village's property.
5. The Village shall at all times have free access to and use of the leased land.
6. Tenant shall cultivate the soil and produce crops on the leased land in a professional, sound, and conservation-oriented manner, and in accordance with any requirements imposed by the Wisconsin Department of Natural Resources and the United States Department of Agriculture.
7. Application of manure (i.e., livestock excreta generated by Farmer's livestock operation) to the leased land is permissible with prior notice to the landowner, provided such is done at the proper time, using proper management techniques, and in proper amounts... in strict compliance with all applicable regulations (WI Admin Code Ch ATCP50 & NR 151 & NRCS 590). Farmer is responsible for any property damage (e.g., including aquifer & well contamination) caused by manure application activities (e.g., transportation, storage, spreading, and seepage of manure). (See paragraph 30 & Exhibit A).
8. When tenant no longer desires to continue farming or agreement is terminated, tenant agrees to plant cover crop or leave cover crop (i.e., alfalfa).
9. Any action of the Village which materially and substantially interferes with Tenant's ability to cultivate the soil and produce crops on the leased land shall serve as grounds for termination of this agreement by Tenant.
10. Tenant shall not do or suffer any waste or damage to the leased land.
11. Tenant shall not use the leased land in a manner that interferes with the safe and efficient operation of the Village. The decision as to what interferes with the safe and efficient operation of the Village is left to the Village's judgement and discretion.
12. Tenant shall not use the leased land in a manner that would violate any federal, state, or local law, ordinance, rule, or regulation.
13. Tenant shall observe and comply with all applicable federal, state, and/or local laws, rules and regulations concerning the handling and disposal of hazardous materials.
14. Village may terminate this agreement if the Tenant fails to perform any covenant or obligation set forth in this agreement and the Village provides ten (10) days written notice to Tenant of such failure and of the Village's intention to terminate this agreement.

15. The Village may terminate this agreement at any time if it is determined by the Village that the leased land is required for development or operation of the Village. In the event this agreement is terminated for purposed of Village development or operation; the Village shall: reimburse the Tenant a pro rata share of rent paid; reimburse Tenant for any resulting damage to crops; and shall reimburse Tenant any resulting reasonable expenses.
16. Upon termination of this agreement, by lapse of time or otherwise, Tenant shall immediately surrender possession of the leased land to the Village in good condition. In the event Tenant shall hold over; the Village shall be entitled to payment from Tenant of a hold over fee of \$500.00 per month. Any holding over by Tenant shall be construed to be a tenancy from month to month.
17. The waiver by a party of any breach or failure of the other party to perform any covenant or obligation contained in this agreement shall not constitute a waiver of any subsequent breach.
18. Nothing contained in this agreement shall be deemed or construed by the parties nor by any third party as creating the relationship of principal and agent, or of partnership, or of joint venture between the parties.
19. The covenants, agreements, and obligations contained in this agreement shall extend to, bind, and inure to the benefit of the parties and their representative, successors, and assigns.
20. If any covenant, condition, provision, or term of this agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining covenants, conditions, provisions, and terms of this agreement shall not be affected thereby, but each covenant, condition, provision, or term of this agreement shall be valid and in force to the fullest extent permitted by law.
21. Tenant irrevocably submits itself to the original jurisdiction of the Circuit Court, Coutry of Sheboygan, State of Wisconsin, with regard to any controversy arising out of, relating to, or in any way concerning this agreement.
22. This agreement shall be subject and subordinate to existing or future federal, state, or local laws, codes, regulations, ordinances, rules, and orders relative to the development, construction, operation, or maintenance of Parcels #5901023270 & #59191771150.
23. Farmer shall, in order to protect her/him/itself as well as the Landowner, at all time during the term of this agreement keep in force insurance policies issued by a company authorized to do business in Wisconsin and licensed by the Office of the Commissioner of Insurance as follows:

- *Comprehensive General Liability*: One million dollars (\$1,000,000) combined single limit (i.e., up to one million dollars [\$1,000,000] per occurrence for bodily injury or property damage arising out of single loss, with no sub-limits). This coverage must be written on an “occurrence” basis and shall cover all risks incident to any activity of Farmer under this agreement.
- *Motor Vehicle Liability (Including Uninsured Motorist Coverage and Underinsured Motorist Coverage)*: One hundred thousand dollars (\$100,000) each person, three hundred thousand dollars (\$300,000) each accident, and twenty-five thousand dollars (\$25,000) property damage each accident.
- *Worker’s Compensation*: If and as required by the State of Wisconsin.

Farmer shall furnish certificates of insurance to the Landowner evidencing the risks insured against and the limits of liability thereunder.

Landowner shall be named an additional insured or loss payee. Farmer shall furnish Landowner additional insured or loss payee endorsement(s).

Insurance policies must not contain pollution (or other) exclusions that will operate to preclude coverage for any insurance coverage.

24. Tenant agrees to defend, indemnify, and hold the Village completely harmless from and against any and all claims arising by or resulting from Tenants use of the leased land, or the acts or omissions of the Tenant, the Tenant’s officers, agents, employees, contractors, or licensees. This section shall survive expiration of this agreement.
25. Tenant shall not assign its rights or privileges under this agreement without the prior written consent of the Village.
26. Tenant shall not cause or permit any lien or encumbrance to attach to or be placed upon the Village’s title or interest in the lease land.
27. Tenant shall not make any alterations, additions, or improvement to the leased land without the prior written consent of the Village.
28. Tenant shall not enroll the leased land in any federal, state, or local government program without the prior written consent of the Village.
29. This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement. Any amendments, changes, or modifications of this agreement shall be effective only when made in writing and executed by the parties.

Accepted and agreed this _____ day of _____, 20____.

Tenant

Accepted and agreed this _____ day of _____, 20____.

Waldo Village President Gary Dekker
810 W Second Street
Waldo, WI 53093

Attest: _____
Lisa Gillette-Clerk/Treasurer

Date

DRAFT