**State of Indiana**

**Farm Land Lease**

**Contract # \_\_\_\_\_\_\_\_\_\_\_\_\_**

This Lease (“Lease”) is entered into by and between \_\_[insert state agency]\_\_\_\_\_\_\_\_ (“Landlord”), acting by and through the Indiana Department of Administration (collectively referred to as the “State”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Tenant”). The signatories for the Landlord and the Tenant warrant and represent that they have been duly authorized to execute this Lease on behalf of the Landlord and the Tenant respectively.

**WITNESSETH**, that in consideration of the promises and obligations specified in this Lease, the Landlord leases to the Tenant the following described acreage for the purposes set forth herein:

**1. Leased Premises – Description.**

The Landlord hereby leases to the Tenant approximately **\_\_\_\_\_\_\_** acres, more or less, of farm land located in \_\_\_\_\_\_\_\_\_\_ County, Indiana commonly referred to as **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, and described in a certain field outline map, attached hereto and hereby made a part hereof as **Exhibit A** (the “Leased Premises”), attached and incorporated.

**2. Term.**

The term of this Lease shall be for **\_\_\_\_\_\_\_\_\_** (**\_\_**) years beginning on January 1, 20XX, and ending December 31, 20XX, and upon such date Tenant shall peaceably return possession of such land to Landlord.

A. At the expiration of this Lease, the Tenant shall deliver to the Landlord without notice, possession of the Leased Premises.

B. Upon the expiration of this Lease, the Tenant has sixty (60) days to remove his crops, materials, machinery, structures, and other equipment, except items furnished by the Landlord. All crops, materials, machinery structures and other equipment belonging to the Tenant remaining on Leased Premises shall become the property of the Landlord after sixty days without notice to the Tenant.

C. The Tenant agrees to deliver any equipment required under the terms of this Lease to the Landlord free and clear of all security interests, liens and encumbrances.  The Tenant shall further provide the Landlord with written proof that the Tenant has obtained title to and fully paid for any equipment required under the terms of this Lease.

D. The tenancy of this Lease is specified herein and nothing herein shall be construed as creating a tenancy from year to year under I.C. 32-31-1. Any modification to the term of this Lease shall only be accomplished through executing a written amendment by both parties and approved by all requisite state signatories.

**3. Consideration.**

A. The Tenant shall pay to Landlord the total rent payment of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as outlined below, the same being the highest and best bid received by Landlord after duly advertising for same. Tenant submitted \_\_\_% of the \_\_\_\_ (\_\_) year bid by certified check, cashier's check or money order at time of bid submission. This payment will act as \_\_\_% of the rent for the \_\_\_\_\_ (\_\_) year lease period.

B. The remaining rent to be paid as follows*: [****Put rent schedule here]***

C. The Tenant shall be responsible for all taxes assessed during the term of this Lease. The Tenant shall provide proof of payment upon the request of the Landlord.

**4. Use of the Leased Premises.**

A. The Tenant shall use the Leased Premises, including the improvements and farm buildings, only for the purpose of farming in the sowing, cultivating, harvesting of crops, or related agricultural activities. Any farm buildings available for use of the Tenant shall be non-residential buildings and are identified on **Exhibit A.**

B. The crop(s) and acreage to be planted, along with any special terms and conditions, are set forth on **Exhibit B**, attached and incorporated. Crop substitutions must be approved in writing by the Landlord or its Property Manager (identified in **paragraph 11,** below) prior to planting. The Tenant shall pay for and furnish the seed, fertilizer, herbicides, soil analysis, labor, materials, equipment, and bear all expenses incident to the seeding, planting, cultivation, and harvesting of all crops. Specifications as to seeds and herbicides are set forth on **Exhibit B,** if applicable.

C. The Tenant shall operate and cultivate the Leased Premises in good and husband-like manner; all crops will be harvested as soon as possible after maturity. Standard fertilization and cultivation of crops as recommended by USDA Consolidated Farm Services Agency will be applied.

D. The Tenant shall maintain fences, ditches, waterways, improvements and buildings in as good condition as they were when delivered to him. Any improvements made to the land or buildings must have prior approval of the Landlord and will be at the expense of the Tenant, including but not limited to additions or repairs to existing drain tiles. Any such improvements made by the Tenant shall revert to the Landlord without charge thereto at the expiration of this Lease

E. Prior to any field work, the Tenant shall furnish the Property Manager with a summary of all pesticides to be used on the property. The Tenant agrees that no herbicides or other pesticides will be used without prior written approval of the Landlord or its Property Manager. Federally registered restricted use herbicides and pesticides will not be permitted for use on the Leased Premises.

F. The Tenant shall perform, each Lease year except as noted, all services described in **Exhibit C,** attached and incorporated. Changes must be approved in advance and in writing by the Landlord or its Property Manager.

G. The Tenant shall notify the Landlord or Property Manager at least three (3) days in advance in writing of any intended harvesting operations. The Tenant will provide all crop yield information in writing to the Landlord or its Property Manager at the time of harvest. Information should include bushels per acre for each unit.

H. Upon prior written authorization of the Landlord or its Property Manager, the Tenant may participate in Federal or State agricultural subsidy programs related to the Leased Premises. However, the Tenant shall not participate in any farm bill programs that encumber the State’s rights in the Leased Premises.

**5. Restrictions on Use.**

A. This Lease covers the surface planting of crops only. The State retains all subsurface rights, including mineral rights. The Tenant shall not disturb or market any timber, sand or gravel located on the Lease Premises, all of which are the sole property of the State.

B. With the exception of the first year of this Lease, all crop **seed** planted by the Tenant must not be treated with neonicotinoid insecticide seed treatment (seed must be free of acetamiprid, clothianidin, imidacloprid, dinotefuran, nitenpyram, nithiazine, thiacloprid, and thiamethoxam). For the first year of this Lease, the Tenant may plant corn seed with neonicotinoid seed treatment, but in all subsequent, all seed planted must be neonicotinoid free. This one year exception is only for corn seed. The Tenant must provide the Property Manager with seed information each year prior to planting.

C. Consistent with Ind. Code § 14-21-1, the Tenant shall immediately notify the Landlord if it uncovers or discovers any Native American human remains or artifacts and cease all activities under this Lease until authorized to resume by the Landlord.

D. The Tenant shall not post, prohibit, or in any way restrict fishing, hunting, trapping or related activities on the Leased Premises.

E. There shall be no fall plowing, discing, or mowing of crop fields, except upon the prior approval of the Landlord or its Property Manager. There will be no gleaning of crop residue by hand or by livestock.

F. No wheat stubble shall be clipped unless for benefit of seeded legume.

G. For purposes of wildlife management, the Tenant shall leave in the field, unharvested (left standing in the field with the grain undisturbed), no less than \_\_\_\_\_ % of the crop. The location of such crops to be left unharvested shall be determined by the Landlord or its Property Manager prior to the beginning of harvesting operations. Any portion of the State’s share of the crop left unconsumed by wildlife in the field after March 15 of the following crop year may be released by the Landlord to the Tenant for harvesting.

H. The Tenant shall not disturb or plant in the habitat areas identified on **Exhibit A.** Should the Tenant disturb and/or damage such habitat areas, the Tenant will be liable for any and all damages associated with the disturbance and/or destruction of the habitat areas, including but not limited to any and all costs to mitigate the habitat destruction and/or all other remedies available at law or in equity.

I. In the event of an over-harvest the Tenant will be assessed and agrees to pay a replacement fee equal to the value of the crop at the time of harvest, plus 20%. Said replacement fee is figured as follows: acres over-harvested *x* number of bushels produced per acre *x* price per bushel. Bushel per acre or yield will be based on the Natural Resources Conservation Services soil survey average yield or the Tenant's actual yield, whichever is higher. Price per bushel will be based on the highest price of the crop paid in the local area during the time of harvest.

**6. General terms and conditions**

A. The Tenant shall not commit waste or damage to the Leased Premises, including the buildings and other improvements thereon, and will use due care to prevent others from doing so.

B. The Tenant acknowledges and agrees that he does not have and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Leased Premises by virtue of this Lease or Tenant’s occupancy or use hereunder, and hereby expressly waives any right thereto.

C. The Tenant shall not mortgage or otherwise encumber the Leased Premises, including entering into any farm bill program that runs with or otherwise encumbers the Leased Premises. The Tenant shall not assign, sublease, transfer or encumber this Lease or any part thereof, in any manner whatsoever, without the prior written consent of the Landlord.

D. The Tenant shall permit the Landlord to have free access to the Leased Premises for all reasonable purposes, including but not limited to surveying, soil testing, and wildlife management.

E. The Tenant shall not assign this Lease, sublet the Leased Premises, or any part thereof, or permit the use or occupancy of any part of the Leased Premises, by anyone other than Tenant, its officials, agents, or employees, without the prior written consent of Landlord.

**7. Default by Tenant.**

A. This Lease may be terminated at any time by the Landlord if the Tenant:

i. fails to plant and cultivate the crops pursuant to this Lease;

ii. fails to make timely payments pursuant to this Lease;

iii. fails to provide services as described in **Exhibit C**;

iv. violates any of the provisions of Paragraph 5 (Restrictions on Use); or

 v. commits waste or damage to the Leased Premises.

If this Lease is terminated due to the Tenant’s default as described above, all obligations of Landlord under this Lease shall cease. Further, the Tenant agrees and acknowledges that the Tenant is not entitled to seek any type of remuneration or restitution for any performance under this Lease prior to the default, and expressly waives same.

The failure of the Tenant to fully comply with all the provisions shall entitle the Landlord to place a lien on the crops raised under this Lease, in accordance with Ind. Code § 32-7-1-18, in addition to all other legal remedies.

B. The exercise of any rights upon default, termination, or breach of this Lease shall not operate as an election of remedies but shall be in addition to all other remedies available at law or in equity.

C. The Tenant agrees to deliver any equipment required under the terms of this Lease to the Landlord free and clear of all security interests, liens and encumbrances.  The Tenant shall further provide the Landlord with written proof that the Tenant has obtained title to and fully paid for any equipment required under the terms of this Lease.

**8. Compliance with Laws**

A. The Tenant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Lease shall be reviewed by the State and the Tenant to determine whether the provisions of this Lease require formal modification.

B.The Tenant and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq*., IC § 4-2-7, *et seq*., the regulations promulgated thereunder. **If the Tenant has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Lease, the Tenant shall ensure compliance with the disclosure requirements of IC § 4-2-6-10.5 prior to the execution of this Lease.** If the Tenant is not familiar with these ethical requirements, the Tenant should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General’s website at http://www.in.gov/ig/. If the Tenant or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Lease immediately upon notice to the Tenant. In addition, the Tenant may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

C.The Tenant certifies by entering into this Lease that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Landlord may withhold, delay, or deny further leasing opportunities to Tenant and/or suspend this Lease until such time as the Tenant is current in its payments and has submitted proof of such payment to the State.

D.The Tenant warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Tenant agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Lease.

E. If a valid dispute exists as to the Tenant’s liability or guilt in any action initiated by the

State or its agencies, and the State decides to delay, withhold, or deny work to the Tenant, the Tenant may request that it be allowed to continue, or receive work, without delay. The Tenant must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. The Tenant warrants that the Tenant and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Lease and grounds for immediate termination and denial of further work with the State.

G. The Tenant affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

1. The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

* 1. IC § 24-4.7 [Telephone Solicitation of Consumers];
	2. IC § 24-5-12 [Telephone Solicitations]; or
	3. IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.

1. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law

I**. Funding Cancellation.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Lease, this Lease shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

 J. **Governing Law**.This Lease shall be governed, construed, and enforced in accordance

with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must

be brought in the State of Indiana.

K. **Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically including IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Tenant covenants that it shall not discriminate against any employee or applicant for employment relating to this Lease with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law (“Protected Characteristics”). The Tenant certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Lease, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Tenant or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable,Landlord and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

L. **Indemnification***.* The Tenant agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the Tenant and/or its subcontractors or employees, if any, in the performance of this Lease. The State will not provide indemnification to the Tenant. This indemnification shall include all crop and wildlife damage resulting from water level variations as controlled by the U.S. Army Corps of Engineers.

M. **Disputes.**

(a) Should any disputes arise with respect to this Lease, the Landlord and the Tenant agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

(b) The Tenant agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Lease that are not affected by the dispute. Should the Tenant fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by the Tenant or the Landlord as a result of such failure to proceed shall be borne by the Tenant and the Tenant shall make no claim against the Landlord for such costs.

(c) If the Tenant and Landlord cannot resolve a dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute and (3) a proposed resolution. The Commission shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within 30 business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within 30 business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner’s decision, it may be memorialized as a written Amendment to this Lease if appropriate.

(d) With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision c. relating to submission of the dispute to the Commissioner.

(e) This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

N. **Drug-Free Workplace Certification**

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Tenant hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Tenant will give written notice to the Landlord and the Department of Administration within ten (10) days after receiving actual notice that the Tenant or an employee of the Tenant in the State of Indiana, has been convicted of a criminal drug violation occurring in the Tenant’s workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of this Lease, termination of this Lease, and/or debarment of leasing opportunities with the State for up to three (3) years.

O. **Employment Eligibility Verification**.As required by IC § 22-5-1.7, the Tenant swears or affirms under the penalties of perjury that Tenant does not knowingly employ an unauthorized alien.  The Tenant further agrees that:

i.  The Tenant shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Tenant is not required to participate should the E-Verify program cease to exist. Additionally, the Tenant is not required to participate if the Tenant is self-employed and does not employ any employees.

ii. The Tenant shall not knowingly employ or contract with an unauthorized alien. The Tenant shall not retain an employee or contract with a person that the Tenant subsequently learns is an unauthorized alien.

iii. The Tenant shall require his/her/its subcontractors, who perform work under this Lease, to certify to the Tenant that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Tenant agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Tenant fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**9. Independent Contractor; Workers’ Compensation Insurance.** The Tenant is performing as an independent entity under this Lease. No part of this Lease shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Tenant shall provide all necessary unemployment and workers’ compensation insurance for the Tenant’ employees and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Lease.

**10.** **Insurance.**

A. Tenant, at its sole cost and expense, shall secure and keep in force during the term of this Lease the following insurance coverages covering Tenant for any and all claims of any nature which may in any manner arise out of or result from Tenant’s use of the Leased Premises:

i. Comprehensive general public liability insurance policy with minimum limits not less than $700,000 per person and $1,000,000 per occurrence, and $50,0000 for damage to property arising out of any one accident or incident, and

 ii.. Automobile liability insurance for owned, non-owned and hired or leased automotive equipment in conjunction with its operations with minimum limits not less than $700,000 per person and $1,000,000 per occurrence.

B. All such policies of insurance required to be carried by Tenant shall name Landlord as an additional insured and shall be issued by a company licensed to do business in the State of Indiana

C. Tenant shall furnish to Landlord a Certificate of Insurance showing the insurance coverages are in full force and effect and may not be cancelled or materially altered without thirty (30) days prior written notice to Landlord.

**11. Notice**

All notices required to be given under this Lease will be made in writing and will be sent by E-mail or first-class U.S. mail to the parties, as follows:

**Tenant:**

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

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

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

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

 Phone:

 E-mail:

**Landlord:**

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

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

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

 E-mail:

**Landlord Property Manager:**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Phone:

E-mail:

**Copy to:**

Indiana Department of Administration

Leasing Section

402 W. Washington Street, Rm. W462

Indianapolis, IN 46204

E-mail: sharless@idoa.in.gov

**12.** **Severability.** The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions hereof, and this Lease shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**13. Merger & Modification**. This Lease constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Lease will be valid provisions of this Lease. This Lease may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

**14. Termination for Convenience.**

A**.** Tenant understands and agrees that the Landlord may terminate this Lease during the Lease term whenever, for any reason, Landlord determines that such termination is in the State’s best interest upon ninety (90) days’ prior written notice to the Tenant. Written notice by E-mail being expressly permitted

B. Notice of termination for convenience will immediately require Tenant to cease any further efforts to cultivate the land, including but not limited to, purchasing seed, fertilizer, or other products, contracting for labor, and tilling untilled soil.

C. Upon the termination of the Lease under this Section 14, the Tenant shall have ninety (90) days to remove his crops, materials, machinery, structures, and other equipment, except items furnished by the Landlord. All crops, materials, machinery structures and other equipment belonging to the Tenant remaining on Leased Premises shall become the property of the Landlord after ninety days without notice to the Tenant.

D. If applicable, the Tenant shall have the right of entry for thirty (30) days after the termination of the Lease solely for the purpose of harvesting spring seeded crops.

E. If this Lease is terminated for convenience before the Tenant shall have obtained the benefits from any other labor or expense, he/she may have made in cultivating the farm land during the current lease year, the Landlord shall reimburse the Tenant for such actual expenses Tenant has already incurred at the time of notice of termination. The Tenant shall present, in writing to the Landlord, his/her claim for such reimbursement within forty-five (45) days of the termination date of this lease. The reimbursement claim shall include written documentation supporting the claim for reimbursement, such documentation may include but is not limited to paid invoices and signed contracts. Outstanding rent payments due and owing at the time of termination may be used by the State to off-set state-approved reimbursement to the Tenant.

F. Under no circumstances will the State be required to reimburse Tenant for loss of future income or loss of profits.

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Tenant, or that the undersigned is the properly authorized representative, agent, member or officer of the Tenant. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Tenant, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Lease other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Lease, the Tenant attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana.  I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation.  I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein.  I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

**In Witness Whereof**, the Tenant and the Landlord have, through their duly authorized representatives, entered into this Lease. The parties, having read and understood the foregoing terms of this Lease, do by their respective signatures dated below agree to the terms thereof.

**FOR TENANT:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

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

Printed Name

**FOR LANDLORD:**

[INDIANA AGENCY]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title

Approved by: Approved by:

**Department of Administration: State Budget Agency:**

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

Rebecca Holwerda, Commissioner Zachary Q. Jackson, Director

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Approved for Form and Legality**

**Office of the Indiana Attorney General**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for) Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Theodore E. Rokita, Attorney General

**EXHIBIT A**

**(LEASED PREMISES; FIELD MAP OUTLINE**

**STRUCTURES AVAILABLE FOR TENANT’S USE SHOWN**

**HABITAT AREAS TO BE LEFT UNDISTURBED; FALLOW FIELDS)**

***SAMPLE***

**EXHIBIT B**

**CROPS TO BE PLANTED**

**SPECIAL TERMS AND CONDITIONS**

Crops to be planted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Cover crops (type; where to be planed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Specification of seeds and herbicides (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

All cover crops must be planted within the planting window for this region. Failure to plant cover crops within the identified window will result in damages being assessed against the Tenant and may result in forfeiture of this Lease.

***SAMPLE***

**EXHIBIT C**

**SPECIAL SERVICES**

**TO BE PROVIDED BY THE TENANT FOR BENEFIT OF THE STATE**

List. If no Special Services, state “NOT APPLICABLE”