

**Powers Bluff**

**Cropland Rental Agreement Form**

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

Lessor: Chad Schooley, Park and Forestry Director  
Wood County Park and Forestry Department  
400 Market Street PO Box 8095  
Wisconsin Rapids, WI 54495-8095  
715-421-8422

Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cropland Legal Description and acreage:

Approximately 73 acres located at 7141 County Road N, Arpin, WI 54412. (see attached aerial photo)

Base rent: \$\_\_\_\_\_ per acre annually

Term years: 4 growing seasons

Commencement: Spring 2017

Termination: December 1, 2020

**PLEASE SUBMIT THIS FORM TO:** Wood County Park and Forestry Department,  
400 Market Street, PO Box 8095, Wisconsin Rapids, WI 54495-8095.

**DEADLINE FOR BID:** November 28, 2016.

## Lease Agreement

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1. Use of Premises: Lessee shall be entitled to use the cropland, and any approved roads/driveways to access said cropland. Damage done to access roads/driveways from Lessee equipment shall be repaired by Lessee at their expense. Lessee is given open access at anytime to cropland for the sole purpose of crop production and harvest. Lessee shall retain no rights to the use of any buildings or recreational property. Lessor shall retain all hunting, fishing, and recreational rights. Lessee shall not at any time keep any animals on the premises. Lessee shall not remove from the premises any timber, sod, topsoil, sand, gravel, or minerals. At the termination of the lease, Lessee shall not leave upon the premises any machinery, equipment, trash, or discarded materials of any kind other than plant material refuse from the growing of crops. The Lessor reserves the right at any time during the term of the lease to come upon the land or direct its agents to come upon the land for the purpose of inspecting the same. In doing so, however, Lessor shall take care not to disturb or injure the growing crops of the Lessee. Lessee reserves the right to trim or cut back any brush or trees that encroach upon access roads or cropland that could damage Lessors equipment. Any trimming or cutting of brush or trees, and discarding of material shall be agreed upon by Lessor and Lessee before any work is to be done.

3. Use of Cropland: Cropland is to be used for the sole purpose of agricultural crop farming. Use of cropland may be for a hay crop or row crop that does not require the use of pesticides or herbicides. **APPLICATION OF PESTICIDES OR HERBICIDES ON PROPERTY IS STRICTLY PROHIBITED.**

Fertilizer: Lessee is responsible for all fertilizer and/or soil conditioning needs. Lessor must approve products applied to crop land prior to any applications.

4. Crop ownership and Payments: Lessee shall retain sole ownership of crops grown on the cropland, and the right to harvest said crops as soon as practical after terms of lease should environmental conditions prevent otherwise. Lessor does not in any way become a partner, joint venturer or member of a joint enterprise with Lessee. Lessee shall be responsible for any and all expenses incurred in the use of the leased cropland. Annual payment of rental shall be made to Lessor by June 1<sup>st</sup> of each growing season by Lessee. Failure of making payment by deadline shall make agreement null and void furthermore.

5. Real Estate Taxes: Property is publicly owned with no real estate taxes due.

6. Assignment and Subletting: The Lessee shall not assign, sublet, mortgage or otherwise encumber this lease on the cropland or permit the use thereof by others, for any period of time, without the prior written consent of Lessor. The Lessor shall grant or withhold such consent as its sole option.

7. Indemnification: Lessee agrees to indemnify and hold harmless Lessor from and against any and all suits, liabilities, claims, costs, and expense, including attorney's fees, in connection with loss of life, personal injury, and/or damage to property arising out of Lessee's possession or use of land referred to in this lease. Lessor agrees to indemnify and hold harmless Lessee from and against any and all suits, liabilities, claims, costs, and expenses, including attorneys fees, in connection with loss of life, personal injury and/or damage to property arising out of Lessor's possession or use of land referred to in this lease.

8. Insurance: Lessee agrees to provide liability insurance for all cropland operations leased from Lessor. This coverage by Lessee is not binding to recreational land and rights kept by Lessor. A copy of the insurance policy will be provided upon request by Lessee to Lessor. Crop insurance coverage on leased cropland is the sole choice of Lessee. Lessee will be responsible for all premiums associated with said crop insurance on leased cropland, and therefore will receive any and all payments and benefits from this insurance.

9. This agreement contains all the conditions and understandings between Lessor and Lessee concerning this land. No subsequent change or additions to this agreement shall be binding upon Lessor and Lessee unless it is in writing and signed by them. This lease shall be binding upon and shall insure to the benefit of the heirs, personal representatives, successors, and assigns of the parties to this farm lease.

10. Due to the fact that the Lessor plans on developing this property over time for recreational purposes, there may be a need during this contract for the Lessor to withdraw portions of this property from crop production for the purpose of road construction and other park development projects. Any withdrawal would be discussed prior to the following growing season. If this would occur, acreage would be determined and the annual rent would be adjusted accordingly.

Lessor:

Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Sign

Lessee:

Date

\_\_\_\_\_  
Print

\_\_\_\_\_  
Sign