

**SIMPLE FARMSTEAD LEASE TEMPLATE**

THIS LEASE is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 , by and between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*landowner)* and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(tenant).*

1. **Property Description**.  The landowner leases to the tenant the following farmstead property, which includes the farmhouse, farmland, and outbuildings, specified below and identified on the attached map.

Farmhouse (address and description):

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

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 Outbuildings (specify which outbuildings are included for use in lease):

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

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 Farmland (Use tract or parcel numbers and identify on map):

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

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1. **Term.**  The initial term of this lease shall run for a period of one year, to commence upon signing. The lease shall automatically renew at the end of each term unless terminated by written notice of landowner or tenant 60 days before the term end.
2. **Rent.**The tenant agrees to pay the landowner \_\_\_\_\_\_\_\_ per month for the use of this property, beginning on signing and subsequently by the 1st of each month. The first month’s payment will be pro-rated if it starts on a day other than the first of the month.
3. **Security Deposit.** A security deposit of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (not to exceed ½ month’s rent) will be paid upon signing and held by the landowner for the possibility of the tenant’s non-payment of rent, utilities, or damages to the property. Upon termination of the tenancy, the landowner may deduct unpaid expenses for rent, utilities, or damages from the deposit, after which the landowner will return the remainder of the deposit to the tenant.
4. **Purpose**.  The farmhouse will be used by the tenant as a residence, and the outbuildings and farmland will be used by tenant for the purpose of growing crops or grazing livestock, as long as the following conditions are met:
	1. The tenant keeps the house and premises in a clean and safe condition.
	2. The tenant does not smoke or vape inside the house.
	3. The tenant does not allow pets inside the house.
	4. The tenant provides good care for the livestock, including furnishing any additional feed, like hay or grain, to keep animals in good health.
	5. The tenant does not overgraze the pasture or let the cropland or property erode.
	6. The tenant maintains fences and keeps livestock contained to prevent nuisance or liability concerns.
5. **Landowner Obligations.** The landowner agrees to promptly make any repairs necessary to keep the house in safe and habitable conditions; however, the tenant will be responsible for the costs of any repairs that arise from the tenant’s intentional or negligent misuse of the property. The landowner agrees to promptly repair or replace any furnishings or appliances included with the property in the event that those items break under the normal wear and tear of daily living.
6. **Utilities.** The landowner and tenant agree that utility bills and service contracts shall be paid by the party indicated below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Utility Bill/Service Contract** | **Landowner** | **Tenant** | **N/A** |
| Water | **** | **** | **** |
| Electricity | **** | **** | **** |
| Gas | **** | **** | **** |
| Trash Pickup | **** | **** | **** |
| Phone | **** | **** | **** |
| Lawn Care | **** | **** | **** |
| Security System | **** | **** | **** |
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1. **Renter’s Insurance.** The tenant must obtain and carry through the term of the lease a renter’s insurance policy which covers the tenant’s personal property. The landowner will not be held responsible for damage, destruction, or loss of theft to the tenant’s personal property while it is stored or located on the premises.
2. **Smoke and Carbon Monoxide Alarms.** Pursuant to North Carolina General Statutes § 42-42, the landowner shall provide operable smoke alarms, either battery-operated or electrical. If the house has a fossil-fuel burning heater, appliance, or fireplace, or an attached garage, the landowner shall provide and install a minimum of one operable carbon monoxide alarm per level in the house, either battery operated or electrical.
3. **Right of Entry.** Thelandowner and his or her agents and contractors reserve the right to enter the house and property during reasonable hours for the purpose of inspecting the property and making repairs and improvements. The tenant acknowledges and understands that in the case of an emergency, the landowner may need to enter the premises at any hour to cause repairs to be made to preserve or prevent further damage.
4. **Other occupants.** The tenant will not let any other person occupy the property as a residence unless that person is otherwise approved by the landowner.
5. **Improvement of the Premises.** The tenant will have the right to remove all or any part of tenant's additions from the property during the term of this lease, or within 60 days after the end of the lease. If improvements are not removed with 60 days of lease end, they become the property of the landowner.

1. **Taxes.** Landowner shall be responsible for real estate taxes on the property. If the landowner is audited for present-use tax, the tenant agrees to provide the necessary documentation to the county tax office proving that the property is used for farm use.
2. **Mediation.** In the event that a dispute occurs between the landowner and tenant, both parties agree to engage in mediation through the NC Agricultural Mediation Program, which is a cost-free mediation program funded by the USDA.

By signing below, the parties have caused this lease to be duly executed:

LANDOWNER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TENANT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_