# **Land Lease Agreement**

This Land Lease Agreement (the "Agreement") has been signed by and between the following parties;

The Lessee The Lessee

Lessor and Lessee may be referred to individually as a "Party" or collectively as the "Parties."

# 1. Description of the Property

The Lessor hereby leases to the Lessee, and the Lessee hereby accepts and leases from the Lessor, the land located at	16
and is more particularly described as follows:	

The land includes any rights, easements, and appurtenances belonging thereto, but excludes any structures, buildings, or fixtures not expressly included in this Agreement or added by the Lessee in accordance with the terms herein.

### 2. Term of Lease

The ter	he term of this Agreement shall commence on								aı	and shall continue for a period					
of	years, unless sooner terminated in accordance with the provisions set forth in this											this			
Agreen	Agreement. Upon mutual written agreement of the Parties, the term may be extended for an additional														
term o	or term	s, the	duration	and	terms	of	which	shall	be	agreed	upon	in	writing	not	less
than		d	ays prior to	o the	expiratio	on o	f the orig	ginal te	rm.						

### 3. Purpose of Lease

The Lessee shall have the right to use the leased land solely and exclusively for the following purpose(s):

The Lessee shall not use or permit the use of the land for any unlawful, hazardous, or unauthorized purpose, nor shall the Lessee commit or permit the commission of any waste or nuisance on the land. Any use of the land other than as described herein shall require the prior written consent of the Lessor.

#### 4. Rent and Payment Terms

The Lessee shall pay to the Less	sor, as rent for the le	eased land, th	e sum of		
Dollars (\$), payable in equal mo	onthly installments o	of		Dollars (\$), c	lue and
payable on or before the	_ day of each month	ı, beginning or	n the date of co	mmencemen	t of this
lease. All rent payments shall be	made to the Lessor	at the addre	ss specified abo	ove, or to suc	h other
address as the Lessor may desig	gnate in writing. Any	rent not paid	within ten (10)	days of the d	ue date
shall accrue interest at the rate	of pe	ercent (	%) per annum o	r the maxim	um rate
allowed by law, whichever is lower	r. The Lessee shall rer	main obligated	d for rent during	any period of	default,
and any partial payments shall no	t constitute a waiver o	of the Lessor's	rights under this	Agreement.	

### 5. Improvements and Alterations

The Lessee shall not make any permanent or structural alterations, improvements, or additions to the leased land without the prior written consent of the Lessor. Any approved improvement shall be made at the sole cost and expense of the Lessee and shall comply with all applicable laws, ordinances, and regulations. Unless otherwise agreed in writing, all improvements and fixtures erected by the Lessee shall remain the property of the Lessee and may be removed upon the termination of this Agreement, provided that the Lessee restores the premises to substantially the same condition as existed at the commencement of the lease, normal wear and tear excepted.

#### 6. Maintenance and Repairs

The Lessee shall, at its sole cost and expense, maintain the leased land in good condition and shall keep it free from trash, debris, and any condition that may pose a health or environmental hazard. The Lessee shall be responsible for all repairs and maintenance required due to the Lessee's use of the property, including but not limited to fencing, access roads, irrigation systems, or drainage. The Lessor shall not be required to make any improvements or repairs except as may be agreed upon in writing.

#### 7. Taxes and Utilities

The Lessee shall, at its sole cost and expense, maintain the leased land in good condition and shall keep it free from trash, debris, and any condition that may pose a health or environmental hazard. The Lessee shall be responsible for all repairs and maintenance required due to the Lessee's use of the property, including but not limited to fencing, access roads, irrigation systems, or drainage. The Lessor shall not be required to make any improvements or repairs except as may be agreed upon in writing.

### 8. Insurance and Liability

The Lessee shall, at its own expense, obtain and maintain in full force during the term of this lease comprehensive general liability insurance covering bodily injury and property damage, with limits of not less than \$ \_\_\_\_\_\_ per occurrence and \$ \_\_\_\_\_\_ in the aggregate. Such insurance shall name the Lessor as an additional insured and shall provide for thirty (30) days' written notice to the Lessor prior to cancellation or material modification. The Lessee shall be responsible for any loss, injury, or damage occurring on the land or arising from the Lessee's activities thereon, and shall indemnify and hold the Lessor harmless from and against any and all claims, damages, liabilities, or expenses arising out of such use, except to the extent caused by the negligence or willful misconduct of the Lessor.

#### 9. Environmental Compliance

The Lessee agrees not to introduce onto the land any hazardous substances or materials regulated by federal, state, or local law without the prior written consent of the Lessor, and agrees to comply with all environmental laws and regulations in the conduct of any permitted use. The Lessee shall be solely responsible for any environmental contamination or damage resulting from its activities and shall indemnify the Lessor for any costs of remediation or cleanup.

### 10. Right of Entry

The Lessor or its authorized agents shall have the right to enter the leased land at reasonable times and upon reasonable notice for the purpose of inspecting the condition of the land, ensuring compliance with this Agreement, performing maintenance as required, or showing the property to prospective buyers or lessees during the final six (6) months of the lease term, provided such entry does not unreasonably interfere with the Lessee's use.

### 11. Assignment and Subletting

The Lessee shall not assign, transfer, or sublet all or any portion of the leased land, or grant any license or occupancy right therein, without the prior written consent of the Lessor, which shall not be unreasonably withheld. Any unauthorized assignment or sublease shall constitute a material breach of this Agreement and shall entitle the Lessor to terminate the lease.

#### 12. Default and Remedies

If the Lessee fails to pay rent or any other sums due under this Agreement, or otherwise breaches any term or condition herein, and such failure or breach continues for a period of thirty (30) days after written notice thereof from the Lessor, the Lessor may, at its option, declare this lease terminated and may reenter and take possession of the land, without waiving any claim for damages or unpaid rent. The Lessor may pursue all other legal or equitable remedies available under applicable law.

#### 13. Termination

This Agreement may be terminated by either Party upon the expiration of the lease term or any extension
thereof. The Lessee may also terminate the lease prior to the end of the term upon giving not less than
() days' prior written notice to the Lessor and upon payment of all sums then due and
owing under this Agreement. Upon termination, the Lessee shall vacate the land, remove all personal
property and permitted improvements (if applicable), and restore the premises as required herein.

#### 14. Governing Law

This Agreement shall be governed by	by and const	rued in acco	ordance with	the laws of	the State	e of
Any legal actio	n arising out	of or relating	to this Agree	ment shall b	e brought	in a
court of competent jurisdiction located	l in	C	County,			

### **15. Entire Agreement**

This Agreement contains the entire agreement between the Parties and supersedes all prior or contemporaneous oral or written agreements or understandings. No modification or waiver of any provision of this Agreement shall be valid unless in writing and signed by both Parties.

### 16. Severability

If any provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected and shall be enforced to the fullest extent permitted by law.

#### 17. Notices

All notices, demands, and communications required or permitted under this Agreement shall be in writing and shall be deemed duly given when personally delivered, sent by certified mail, return receipt requested, or by recognized overnight courier, addressed to the respective Party at the address set forth above or such other address as either Party may hereafter designate in writing.

**IN WITNESS WHEREOF,** the Parties have executed this Land Lease Agreement as of the date first written above.

Lessor Lessee

Name Name

Date Date

Signature Signature



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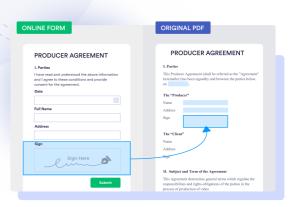
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