

Land Use Agreement

This **Land Use Agreement** ("**Agreement**") is entered into as of _____ ("**Effective Date**")

by and between the following parties:

Landowner

User

The Landowner and the User may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

WHEREAS, the Landowner owns or has the legal authority to grant rights relating to the real property described in this Agreement;

WHEREAS, the User desires to use a specified portion of the property for the purposes described herein; and

WHEREAS, the Parties wish to establish the terms and conditions governing such use in a clear and legally binding agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the Parties agree as follows.

1. Property Description

The Landowner grants the User the right to use the following real property:

Property Address:

Legal Description (if available):

Area Subject to Agreement:

A map, sketch, or description of the permitted use area may be attached to this Agreement at the Parties' discretion but is not required for the validity of this template.

2. Grant of Use Rights

The Landowner grants the User a limited, non-exclusive right to occupy and use the designated portion of the property solely for the purposes described in this Agreement.

No ownership interest, leasehold estate, easement, or permanent property right is transferred unless expressly stated in this Agreement.

The User shall not assign, transfer, sublicense, or otherwise permit any third party to exercise the granted rights without the Landowner's prior written consent.

3. Permitted Use

The User may use the property exclusively for the following purpose:

The User shall not use the property for any unlawful activity or for any purpose inconsistent with this Agreement.

Any material change in the intended use requires the Landowner's prior written approval.

4. Term

This Agreement begins on _____ and continues until _____, unless terminated earlier in accordance with the Termination clause.

If the Parties wish to continue the arrangement after expiration, they shall execute a written extension or renewal before the expiration date.

5. Compensation

In consideration for the granted use rights, the User shall pay the Landowner as follows:

Payment Amount:

Payment Frequency:

Due Date:

Payment Method:

Late Payment Terms:

Unless otherwise agreed in writing, all payments are non-refundable for periods during which the User had lawful access to the property.

6. Access

The User may access the property only as reasonably necessary for the permitted use.

Access shall occur during the following times unless otherwise agreed _____.

The Landowner may continue using any portion of the property not exclusively designated for the User, provided such use does not unreasonably interfere with the User's permitted activities.

7. User Responsibilities

The User shall:

- use the property safely and responsibly;
- comply with all applicable laws, regulations, permits, and governmental requirements relating to the permitted use;
- maintain the property in a clean and orderly condition during the period of use;
- promptly repair or reimburse the Landowner for damage caused by the User, the User's employees, contractors, guests, or invitees, excluding ordinary wear and tear;
- avoid creating unreasonable interference with neighboring properties or other authorized users of the property; and
- promptly notify the Landowner of any significant damage, hazardous condition, or incident affecting the property.

8. Landowner Responsibilities

The Landowner shall:

- provide the User with access to the designated property consistent with this Agreement;
- disclose any known restrictions or conditions that may materially affect the permitted use, to the extent known by the Landowner; and
- refrain from intentionally interfering with the User's lawful exercise of the rights granted under this Agreement, except where necessary to protect the property, comply with legal obligations, or address emergencies.

9. Improvements and Alterations

The User shall not construct buildings, install permanent improvements, remove natural features, excavate, or materially alter the property without the Landowner's prior written consent.

Unless otherwise agreed in writing, any approved permanent improvements become the property of the Landowner upon installation without compensation to the User.

The Landowner may require the User to remove temporary improvements and restore the property to substantially its prior condition upon termination or expiration of this Agreement.

10. Utilities and Services

Responsibility for utilities, maintenance services, waste removal, security, and similar operational costs shall be allocated as follows:

11. Insurance

The User shall maintain appropriate insurance coverage for the activities conducted on the property where commercially reasonable or otherwise required by law.

Upon reasonable request, the User shall provide evidence of such insurance to the Landowner.

The existence or absence of insurance does not limit either Party's legal responsibilities under this Agreement.

12. Liability

Each Party remains responsible for its own acts and omissions.

The User shall be responsible for loss or damage to the property resulting from the User's negligent, reckless, or intentional conduct, or the conduct of persons acting under the User's direction or control.

Nothing in this Agreement limits liability where such limitation is prohibited by applicable law.

13. Indemnification

To the extent permitted by applicable law, the User shall indemnify and hold harmless the Landowner from claims, damages, losses, liabilities, costs, and reasonable expenses arising directly from the User's use of the property or the User's breach of this Agreement, except to the extent caused by the Landowner's negligence, willful misconduct, or breach of this Agreement.

14. Compliance with Laws

Each Party shall comply with all applicable laws, regulations, permits, and governmental requirements relating to its obligations under this Agreement.

The User is responsible for obtaining any permits, approvals, or licenses required for the permitted use unless the Parties agree otherwise in writing.

15. Environmental Protection

The User shall not introduce hazardous materials, pollutants, contaminants, or waste onto the property except as permitted by law and reasonably necessary for the approved use.

The User shall promptly report any spill, contamination, or environmental incident affecting the property and shall cooperate in any required cleanup resulting from the User's activities.

16. Inspection

Upon reasonable notice, the Landowner may inspect the designated property during normal business hours to verify compliance with this Agreement, provided the inspection does not unreasonably interfere with the User's permitted activities.

17. Default

A Party is in default if it materially breaches this Agreement and fails to remedy the breach within _____ days after receiving written notice describing the breach, unless the breach cannot reasonably be cured.

If a default is not cured within the applicable period, the non-defaulting Party may exercise any rights or remedies available under this Agreement or applicable law.

18. Termination

Either Party may terminate this Agreement for cause if the other Party materially breaches its obligations and fails to cure the breach within the period specified in the Default clause.

Either Party may also terminate this Agreement without cause by providing _____ days' prior written notice to the other Party.

Upon termination or expiration:

- the User shall immediately cease using the property;
- the User shall remove its equipment, personal property, and temporary installations unless otherwise agreed;
- the User shall restore the property as required under this Agreement, subject to ordinary wear and tear; and
- any outstanding payment obligations and provisions intended to survive termination shall remain in effect.

19. Notices

All notices required under this Agreement shall be in writing and delivered personally, by recognized courier, by certified or registered mail, or by another verifiable method to the addresses indicated in the first page of this Agreement.

A notice is deemed received on the date of delivery or on the date delivery is refused.

20. Force Majeure

Neither Party shall be liable for delays or failure to perform obligations caused by events beyond its reasonable control, including natural disasters, severe weather, governmental actions, labor disruptions, war, civil unrest, or similar events.

The affected Party shall promptly notify the other Party and resume performance as soon as reasonably practicable.

22. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding the subject matter and supersedes all prior oral and written discussions, understandings, and agreements relating to the same subject.

23. Amendments

Any amendment or modification of this Agreement must be made in writing and signed by both Parties.

24. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue in full force to the extent permitted by applicable law.

25. No Waiver

A Party's failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of that provision or any other rights under this Agreement.

26. Counterparts and Electronic Signatures

This Agreement may be signed in counterparts, each of which shall be deemed an original, and all counterparts together constitute one agreement.

Electronic signatures and electronic copies of signed documents shall have the same effect as original handwritten signatures to the extent permitted by applicable law.

Signatures

By signing below, the Parties acknowledge that they have read, understood, and agree to be bound by the terms of this Land Use Agreement.

Landowner

Name

Date

Signature

User

Name

Date

Signature



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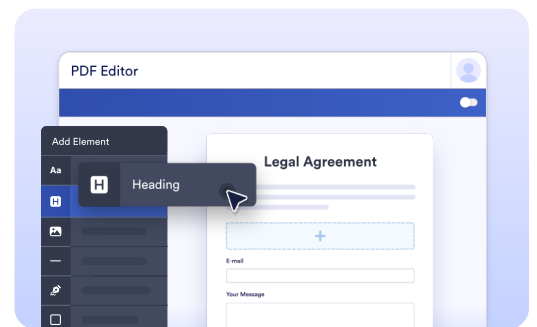
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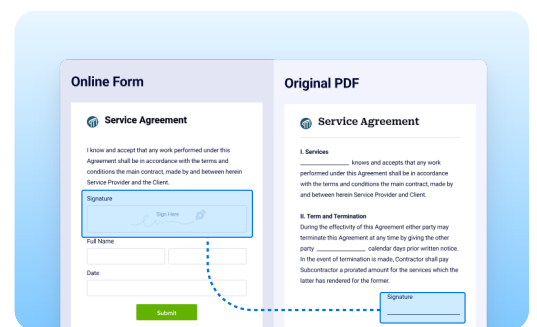
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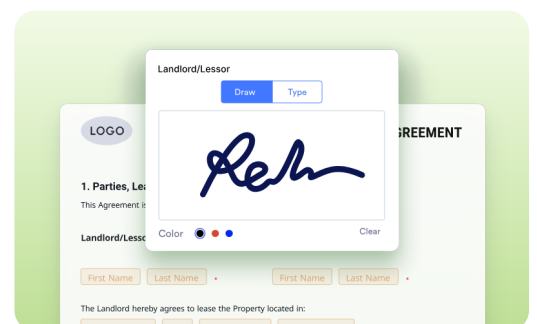
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