

## Memorandum of Agreement

This agreement is between \_\_\_\_\_ (Landowners) and Lutheran Social Services (LSS) (Renter) for the rental of 2.8 acres of farmland located at \_\_\_\_\_, MA 01590 for the purpose of a vegetable, herb and flower farm to train beginning farmers.

### 1. Description of Premises

- a. The rented parcel is 2.8 acres of vegetable cropland, located on the Landowners' *Blueberry Field* bound by a tree line as shown in Attachment A. The field is an open mowed field with mixed vegetation. One acre has been prepared in raised beds. Access is via a single lane, unpaved farm path.
- b. At any time after the first year of this Agreement, Renter may request, and Landowners may grant an increase in the number of acres rented. As long as this Agreement has been upheld, Renter will be granted the right of first refusal to rent available additional parcels. Such additional parcels shall be described and added to the site plan attachment.

### 2. Length of Contract and Renewal

The term of this agreement will be good for five years (January 1, 2011 through December 31, 2015), thereafter renewable upon mutual agreement of Renter and Landowners for additional one-year terms. Such renewals shall be in writing and signed by both parties.

### 3. The Rent

The rental rate will be \$50 per acre per year. The rent shall be paid in full by March 31 of each year.

### 4. Permitted and Prohibited Uses

- a. Renter is hereby permitted all normal activities associated with the above purposes, including but not limited to the following:
  - a. Planting, cultivating and harvesting vegetables, herbs, fruit and flowers
  - b. Raising of livestock after further discussion with Landowners and an amendment to this agreement regarding the particulars
  - c. Erection and use of one temporary 10 x 10 foot storage shed for storage of equipment next to the farm road (outside the Premises) or on the Premises
  - d. Installation of a temporary irrigation system on the Premises
  - e. Construction and maintenance of a semi-permanent washing/post-harvest station on the premises or another agreed upon location
  - f. Erection of a hoophouse structure for early and late-season extension
  - g. Erection and maintenance of fencing on the rented property, which is to be dissembled upon exit of rental agreement
  - h. Composting of crop waste on the Premises
  - i. Hosting meetings/educational workshops/public events on the Premises. Parking for and access to such events is limited to the designated parking area and farm access road. Prior

permission by Landowners is required to access areas of Silvermine Farm outside the Premises.

b. The use of synthetic pesticides and fertilizers is prohibited on the Premises. Organic standards will be upheld. Organic certification is not required. Application of soil amendments, including manures, compost, fertilizers, and lime which are OMRI Listed is permitted. Pest management, including the application of pesticides which are OMRI Listed is permitted.

c. Renter agrees to employ standard best management practices. It shall not be considered a default of this lease if weather or other circumstance beyond control of Renter prevents timely practices or harvesting.

d. Personal vehicles must be parked in the lower farm parking lot, which is located to the west side of the barn, and not in front of Landowners' house and barn. Renter will be conscientious of vehicle use for harvesting and hauling in order to minimize the number of vehicles on the farm road and to keep access to the fields clear. Landowners will be responsible for farm road maintenance.

e. Renter agrees to comply with all federal, state and local laws and regulations in connection with the use of the premises and any agricultural activities conducted thereon.

f. Renter will be responsible for land preparation, soil maintenance and improvements to the field or necessary structures. Tractor services will be conducted on a by-hire basis as more particularly described in Section 8 below.

##### 5. Water and Irrigation

Renter shall not have access to Landowners' well water. Renter will be granted use of Landowners' pump to draw water from the pond, and irrigation pipe from the pump to the water tank. Pump fuel, water tank and Renter's crop irrigation lines will be the responsibility of the Renter. Maintenance of the pump and irrigation pipe is the responsibility of Landowners.

Renter is granted permission to establish a source for potable water for post harvest washing. This may include but is not limited to filtration systems, digging a well or hauling in tanks of water. Such infrastructure improvements would be the property of Renter to utilize, maintain, sell or retain upon the end of the lease. Landowners are not obligated to purchase the improvements. If requested by Landowners, Renter must remove the improvement.

##### 6. Post Harvest Processing Facilities

Renter may construct shelves and utilize back wall of Landowners' cooler for the purpose of storing fresh vegetables. Produce will be kept tidy in the area of the cooler marked for Renter's use. Renter may also establish a semi-permanent sheltered wash station and packaging area on the premises or another previously agreed upon location. Renter may not utilize the Landowners post harvest processing area.

## 7. Technical Assistance

Landowners agree to provide technical assistance to Renter on a limited basis, and at Landowners' discretion, at an hourly rate of \$25.00 per hour. Technical assistance may include operating the water pump, advising LSS staff and farmers on production or marketing, and other assistance as requested to aid the program. Landowners will invoice the Renter for any services rendered, hours spent and amount due.

## 8. Tractor Use

Landowners will provide custom, by-hire tractor services including annual land preparation and other Renter's needs as negotiated. Renter shall be charged fees for custom tractor work according to the following schedule for the first year of this Agreement. After the first year, rates are subject to change annually. Charges for hours begin with starting the tractor until end of use, and do not include attaching or changing implements:

- a. 45 and 55 horse power tractors at \$75/hour
- b. Cultivating tractors at \$50/hour

Notwithstanding the foregoing, Landowners may permit Renter to use the tractor on a per-event basis. All tractor users must be approved by Landowners. The charge for using the tractor shall be the same as the custom charges specified above. Landowners are responsible for all tractor maintenance and repair. Landowners will invoice the Renter for any services rendered, hours spent and amount due.

## 9. Bathroom facilities

Bathroom facilities will be the responsibility of Renter; options may include an outhouse, composting toilet, or rented portable toilet to be placed or constructed on the premises or another location with prior approval by Landowners.

## 10. Trash

Renter agrees to proper on-farm containment and off-farm waste disposal for all trash and waste.

## 11. On-site Sale of Products

Renter and beginning farmers participating in the LSS training program may provide produce from the Premises to the Silvermine Farm CSA and market stand. Participation in these markets will be determined by negotiation between Landowners and Renter as reflected in a separate written agreement which may be adjusted throughout the season. Renter will not establish on-site marketing without explicit permission of the Landowners.

## 12. Liability

Renter agrees to provide the Landowners with evidence of its own liability insurance coverage.

13. Right of Entry

- a. Renter has the right to enter the Premises at any time, but will communicate with Landowners before spring tilling and seasonal preparations begin. Renter includes LSS staff, the beginning farmers in the LSS program, and their immediate families. The parcel in its entirety and all activities thereon will be overseen by the Renter.
- b. Landowners retain the right to access the Premises for the purposes of inspection with 24 hour prior notification to the farmers or to use at any time as a right of way to access other property of Landowners.
- c. Visitors will not be allowed to enter the Premises unaccompanied by Renter.

14. Termination

- a. Landowners may terminate this lease only in the event that the Renter has defaulted on any of the provisions of this lease or has abused Landowners' property, and/or failed to utilize the property for a period of 12 months without written permission from Landowners. Landowners will not terminate the lease without first giving a written 90 day notice citing the default and providing an opportunity to correct the default.
- b. Renter may terminate this agreement at any time with a six-month notice to Landowners. Renter shall leave the Premises in as good a condition as at the commencement of this lease.

15. Amendments

The terms of this agreement, including any provision to expand the acreage, may be amended by mutual consent. Any disputes occurring from this lease may be resolved by standard mediation practices, if necessary.

Signed:

Landowner \_\_\_\_\_ date \_\_\_\_\_

Renter \_\_\_\_\_ date \_\_\_\_\_  
Lutheran Social Services

**Attachment A: Site Plan**

