

FARM LEASE

THIS INDENTURE, made and entered into this _____ day of _____, 2010, by and between the CITY OF NAMPA, the party of the first part, hereinafter referred to as the "Landlord", and _____, the party of the second part, hereinafter referred to as the "Tenant";

WITNESSETH:

That the Landlord, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Tenant, has, by these presents, demised and leased to the Tenant, the following described real property, located in Canyon County, Idaho, to-wit:

About seventeen farmable acres located in the North Half of the Northeast Quarter of the Southeast Quarter of Section 24 Township 3 North Range 2 West of the Boise Meridian, Canyon County, Idaho.

To have and to hold the same as Tenant for a period commencing with the **1st** day of **April, 2010**, and ending on the **31st** day of **March, 2013**;

The Tenant, in consideration of the leasing of the premises as set forth, covenants and agrees with the Landlord to pay rent for the same in the following manner, that is to say:

It is understood and agreed that the Tenant will pay a total aggregate rental of \$_____, to be paid on or before **April 1, 2010**.

Provided this Agreement shall be in full force and effect and that the Tenant shall not be in default hereunder, the Landlord grants Tenant the exclusive option to renew this Agreement for **one (1), additional three (3)-year term** commencing with the expiration of the initial term of this Agreement. Should Tenant desire to exercise this renewal option either at the expiration of the initial term, Tenant shall notify Landlord in writing at least **ninety (90) days** prior to the expiration of the initial term under this Agreement. In the event Tenant fails to notify Landlord in the time and in the manner specified, the option to renew shall expire and be null and void. Any option to renew must be agreed to by both Landlord and Tenant.

In the event Tenant does not exercise an option to renew as herein provided, then Lessor shall have the right, during the last ninety (90) days of the current term of the lease, to place signs upon said leased premises indicating the same are available for lease and Landlord shall have the right during said 90 days to show said leased premises to prospective lessees.

It is understood and agreed that the Tenant will enter upon said premises upon the commencement of the term hereof and till and farm said lands to the best advantage and according to Tenant's best skill and judgment; that Tenant will plant, cultivate and irrigate said lands, and harvest, thresh and secure the crops grown thereon in a good and husbandlike manner during the period of this lease.

It is further understood and agreed that the Landlord will pay, at Landlord's expense, the ordinary water used by the Tenant upon the above described real property, and all costs of excess water used by the Tenant on the above described real property will be paid by the Tenant.

It is understood and agreed that Landlord will pay all State and County real property taxes levied upon the above described real property during the term of this lease.

It is further understood and agreed that during the term of this lease, the Tenant will watch carefully for all noxious weeds, and if such weeds appear, will take all steps reasonably required to eradicate such weeds.

The Tenant agrees to maintain the existing ditches on the above described real property in a good state of condition and repair, at Tenant's expense, except any damage to the said ditches caused by the Landlord, or the agents, employees or servants of the Landlord, which expense of repair will be at the sole expense of the Landlord's in such event.

The Tenant covenants and agrees that at the end of the term of this Lease, or the sooner termination thereof, to yield up and deliver possession of the premises to the Landlord, peaceably and without further time or notice, and said premises shall be in good order, condition and repair as the same were when they were entered upon by the Tenant, reasonable wear excepted.

The Tenant further agrees not to allow or suffer any waste on said premises, nor lease, nor underlet, nor permit any other persons to occupy or improve the same, or make or suffer to be made, any alteration thereon, without the written permission of the Landlord first had and obtained.

It is further understood and agreed that the Tenant is to hold the Landlord harmless for any liability of any type or kind in connection with the farming operation or any other happenings or events upon the demised premises during the term of this lease, save and except acts or omissions of the Landlord, or Landlord's agents, servants and employees. The Tenant further agrees to maintain public liability and property damage insurance in connection with Tenant's operation of said premises in a minimum coverage of \$500,000.00.

Landlord covenants that Landlord has the right to lease to the Tenant the above described real property and that Tenant shall peacefully and quietly have, hold and enjoy the demised premises for the agreed term.

Landlord further agrees that Landlord will do nothing, either through Landlord's act or omission, which will allow anyone to attach Tenant's crops.

It is specifically understood and agreed that this agreement does not contemplate a joint venture between the parties hereto. The Tenant is acting only as an independent contractor. The Tenant is not to hold Tenant out as the agent, servant, employee or partner of the Landlord.

All crops planted during the term of this lease belong to the Tenant and the Tenant shall have the right to encumber the same but will not have any right to in any way encumber any of the above described real property.

It is mutually agreed by and between the parties hereto that if the Tenant, for any reason, fails, neglects or refuses to do, keep or perform any of the covenants and conditions herein contained to be kept and performed by the Tenant, the Landlord may, at landlord's option, declare this lease agreement null and void and all of the labor performed and all growing crops shall be forfeited to the Landlord as rent and liquidated damages for the use and occupancy of said premises, provided that before this lease agreement can be declared null and void and forfeiture declared, the Landlord must give to the Tenant,

at the Tenant's last known post office address, 30 days' written notice specifying the default complained of and the Tenant shall have the period of the notice given within which to remedy such default or breach, if possible, but nothing herein contained shall be construed as providing the exclusive remedy or remedies which Landlord may have, or may be given, by law, but only after said 30 days' notice has been served and the period of said notice has expired.

It is mutually agreed by and between the parties hereto that if the Landlord, for any reason, fails, neglects or refuses to do, keep or perform any of the covenants and conditions herein agreed to be kept or performed by the Landlord, the Tenant may, at Tenant's option, perform such covenants and conditions and the expense thereof, plus interest thereon at the rate of twelve percent (12%) per annum, shall be charged to the Landlord and withheld from the rental due or to become due hereunder; or the Tenant may, at Tenant's option, declare this lease agreement null and void, and remove all or any portion of the property placed upon the premises by the Tenant, and surrender possession of the premises to the Landlord within a reasonable time after the crops then growing on the premises have been harvested, and the said property removed with no further obligation to pay any rental for the rental period during which the breach occurred or any subsequent rental period; provided that before this lease agreement can be declared null and void, the Tenant must give the Landlord, at the Landlord's last known post office address, 30 days' written notice specifying the defaults complained of and the Landlord shall have the period of the notice given within which to remedy such default or breach, if possible; provided further that nothing herein contained shall be construed as providing the exclusive remedy or remedies of the Tenant in the event of the Landlord's default and the Tenant is and shall be free to pursue any other remedy or remedies which Tenant may have, or may be given, by law, but only after said 30 days' notice has been served and the period of said notice has expired.

In the event suit or action is necessary to enforce any of the terms or conditions of this Lease, the prevailing party shall be entitled to reasonable attorney's fees and costs.

It is mutually understood and agreed that this agreement shall bind the heirs, personal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

TENANT:

By: _____

By: _____

LANDLORD:

THE CITY OF NAMPA, IDAHO

By: _____

Tom Dale, Mayor

By: _____

Colleen Hartnett, Airport Director

Attest: _____

City Clerk

PERSONAL GUARANTEE

The undersigned hereby personally guarantees the performance of _____ under this Lease and does hereby agree to be personally bound by all terms of this Agreement and conditions incumbent upon the Tenant hereunder.

NAME

Notarizations

State of Idaho)
 : ss

County of _____)

On this _____ day of _____, in the year of _____, before me, the undersigned, a Notary for said State, personally appeared _____, and _____, known to me or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Seal)

By _____
Notary Public for Idaho

Residing at _____, Idaho
My Commission Expires: _____

State of Idaho)
 : ss

County of Canyon)

On this _____ day of _____, in the year of _____, before me, the undersigned, a Notary for said State, personally appeared **Tom Dale, Diana Lambing and Colleen Hartnett**, Mayor, City Clerk and Airport Director, respectively, of the City of Nampa, known to me or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Seal)

By _____
Notary Public for Idaho

Residing at _____, Idaho
My Commission Expires: _____