

LEASE AGREEMENT—CASH RENT

This agreement (hereinafter referred to as “Agreement”) is entered into this _____ day of _____, 2019 between the COUNTY COMMISSION OF JEFFERSON COUNTY (hereinafter referred to as “County”) and _____, (hereinafter referred to as “Tenant”).

1. **Description of Property.** The County hereby leases to Tenant, to occupy and use for _____, the following-described property the piece of property the County owns in the Middleway District, Jefferson County, West Virginia, containing approximately 17 acres being more particularly described on tax map 15, parcel 1 in the land records of Jefferson County, West Virginia (hereinafter referred to as “Property”). The property is being leased “as is” without any representation or warranty as to its condition.
2. **Term of Agreement.** The term of this Agreement shall be for one (1) year, from the 20th day of September, 2019, until the 20th day of September 2020. The Owner, at its own option, may renew the terms of the Agreement for up to five (5), one (1)-year periods, subject to written notice from the Tenant and approval by the County Commission of Jefferson County.
3. **Rent.** For the occupancy use of the farm, Tenants agree to pay the County annual rent of \$____/acre, for a total payment of \$_____, payable to the County (at the address listed below), due on October 1, 2019. The failure to pay rent in a timely fashion shall, upon notice and 10 days’ opportunity to cure, result in the termination of this lease.
4. **Uses.** The property shall be used only for _____ (the “permitted uses”), and Tenant shall not use the Property for any other purpose. Any permitted agricultural activities shall be conducted at all times in a safe manner, consistent with best management practices applicable to each. All uses, including agricultural must be conducted in full compliance with all applicable legal and regulatory requirements. Motor vehicle use on the property shall be limited to that reasonably necessary to conduct the permitted uses. Tenant’s use of the Property shall not violate any applicable ordinance, law or regulation. Tenant shall not create or permit any nuisance, damage or waste to be made or maintained upon the Property, nor, except as provided in this lease, shall the Tenant construct any structure on the Property. Tenant shall keep the Property in reasonably trash free condition.
5. **Operational Expenses.** Tenants shall bear all operational costs and expenses associated with the permitted uses.
6. **No Assignment or Sublease.** Tenant may not assign, transfer or sublease its rights under this lease.
7. **Access.** Tenant shall have access to the entire property at any time for the purpose of

carrying out the permitted uses.

8. New and Existing Construction.

1. County may construct additional buildings on any portion of the Property. Any new building or structure shall be enclosed by a fence to be built at County's expense. Tenant's rent shall be reduced by 1% for each acre enclosed.
2. Tenant shall not interfere with or disturb the cemetery on the Property.

9. Fences.

- a. County may construct new fences on the property at any time and County shall construct and maintain such fences at its expense.
- b. Tenant may construct new fences on the Property with County's prior consent and Tenant shall construct and maintain such fences at its expense.
- c. Tenant may remove fences on the Property with County's prior consent and Tenant shall be responsible for all costs of removal.

10. Timber and Firewood. Tenant shall not cut any standing timber. All dead and down wood shall remain County's property and shall not be removed without County's consent.

11. Indemnification. Tenant shall indemnify and hold County harmless:

- a. for any injury to third persons (including Tenant's employees and contractors) related in any way to the permitted use and activities; or
- b. Tenant's failure to fully comply with any legal or regulatory requirements applicable to the permitted uses and activities.

12. Survive Termination. The indemnification provisions of Section 11 of this agreement shall survive the termination or expiration of this Lease Agreement.

13. Cooperation. Tenant and County each agree to cooperate with each other with regard to any regulatory or other governmental filings.

14. Risk of Destruction. If engaged in agricultural activities, tenants expressly assume the risk of any or all destruction of the crop or premises as a result of foreseeable or unforeseeable excessive rain, flood, hail, tornado, winds, or any other acts of God or nature. County shall not be required to apportion, reduce, or abate any amount of cash rent due hereunder by virtue of the Tenants' inability to plant or harvest any crop, or any portion thereof, or to use the premises in the manner contemplated by this Agreement.

15. Independent Contractor. It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association with the County and Tenant. Tenant is an independent contractor and it, its employees, agents, and representatives shall not be considered employees, agents or representatives of the County. Except as otherwise provided herein, Tenant shall maintain,

in all respects, it's present control over the means and personnel by which this agreement is performed. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes and other payroll deductions and taxes are the sole responsibility of the Tenant.

16. Parties' Rights Upon Lease Termination.

- a. County recognizes that any annual crops (excluding perennial grasses) grown on the Property are paid for and owned by Tenant. Should any such crop to be harvested exist on the property at the time of termination of this lease, County will allow Tenant reasonable time to maintain and harvest such existing crop in such a manner that it preserves as much of the crop's value as possible.
- b. During the period required to maintain and harvest such existing crop, notwithstanding the termination of this lease, Tenant's obligations as specified in this lease shall remain in full force and effect as to portions of the property on which such crop is present and Tenant shall pay to County any additional rent (pro- rated for the duration post-termination and acreage) as is reasonable.

17. Miscellaneous. This lease: contains the entire agreement of the parties; supersedes all prior written or oral concerning the property; and may not be changed or added to except by a written amendment signed by both parties.

18. Notices. Any notice required by this lease shall be delivered to the parties at the address below in a manner that provides written proof of delivery.

COUNTY

Jefferson County Commissioners
P.O. Box 250
Charles Town, WV 25414

By: _____
Patricia A. Noland, President
County Commission

_____ Date

TENANT

By: _____
_____ Date

Its: _____