

TOWN OF CLAYTON

FARM LEASE AGREEMENT

1. PARTIES

This Farm Lease Agreement ("Lease") is entered into as of _____, 2026, by and between the Town of Clayton, County of Winnebago, State of Wisconsin, a Wisconsin municipal corporation, acting by and through its Town Board of Supervisors, 8348 CTH T, Larsen, Wisconsin 54947 ("Town"), and _____, whose address is _____ ("Tenant").

2. PREMISES

The Town hereby leases to Tenant the following described real property located in the Town of Clayton, County of Winnebago, State of Wisconsin ("Premises"):

[LEGAL DESCRIPTION]

Tax Parcel ID No.: _____

Approximate Acreage: _____

3. TERM

The term of this Lease shall commence on June __, 2026, and shall expire on November 30, 2026 ("Term"), unless sooner terminated in accordance with this Lease.

No Automatic Renewal. The parties expressly agree that this Lease shall not renew automatically. Pursuant to Wis. Stat. § 704.19(3), an agricultural tenancy for one year terminates at the end of the lease year if either party gives written notice of termination to the other party on or before the first day of March of the lease year. In lieu of and as a substitute for that statutory notice requirement, the parties hereby agree and intend that this Lease shall terminate absolutely on November 30, 2026, without further notice required of either party, and without any right of renewal or holdover unless the parties execute a new written lease agreement. Tenant shall surrender possession of the Premises in good condition on or before November 30, 2026.

4. RENT

Tenant agrees to pay to the Town the sum of \$_____ as rent for the full Term, due and payable on or before _____, 2026. Rent shall be paid by check made payable to the Town of Clayton and delivered to the Town Clerk at the address set forth above.

5. PERMITTED USE

Tenant shall use the Premises solely for agricultural farming purposes. Tenant shall not use the Premises for any other purpose without the Town's prior written consent. Tenant shall not permit the Premises to be used for hunting, recreational activities, crop residue grazing, or any unlawful purpose.

6. CONDITION OF PREMISES; AS-IS; NO WARRANTIES

Tenant has inspected the Premises and accepts possession in their "AS-IS, WHERE-IS" condition as of the commencement of the Term. THE TOWN MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, TITLE, CONDITION, DRAINAGE, SOIL QUALITY, OR SUITABILITY FOR FARMING. Tenant assumes all risk associated with the condition of the Premises and waives any claim against the Town arising from the condition of the Premises, known or unknown, latent or patent, as of the commencement of the Term.

7. FARMING PRACTICES; CONSERVATION

Tenant shall at all times farm the Premises in accordance with good husbandry practices and applicable law, including the following:

- (a) **Herbicides and Pesticides.** Tenant shall apply herbicides, pesticides, and other agricultural chemicals only in accordance with applicable federal and state law, label directions, and standard farm management practices for the locality. Tenant shall maintain records of all chemical applications and shall provide copies to the Town upon request.
- (b) **Fertilizer.** Tenant shall apply fertilizer in accordance with standard farm management practices, applicable Wisconsin nutrient management requirements, and any applicable conservation plan for the Premises. Tenant shall not over-apply fertilizer so as to cause runoff or contamination.
- (c) **Conservation Structures.** Tenant shall maintain in good repair all terraces, drainage outlets, tile inlets, grassed waterways, and other conservation structures on the Premises. Tenant shall not alter, fill, or obstruct any established waterway or drainage course without the Town's prior written consent.

8. INSURANCE

Prior to taking possession of the Premises and throughout the Term, Tenant shall obtain and maintain in force a policy of commercial general liability insurance covering Tenant's farming operations on the Premises. Tenant shall provide to the Town a certificate of insurance naming the Town of Clayton as an additional insured prior to the commencement of the Term. Tenant shall provide updated certificates of insurance upon request. The obligation to maintain insurance is a material covenant of this Lease, and failure to maintain insurance or to provide evidence thereof shall constitute a default.

9. INDEMNIFICATION

Tenant shall defend, indemnify, and hold harmless the Town, its officers, employees, agents, and representatives from and against any and all claims, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Tenant's use or occupancy of the Premises; (b) any act or omission of Tenant or Tenant's employees, agents, contractors, or invitees; or (c) any breach by Tenant of this Lease. This indemnification shall survive expiration or termination of this Lease.

10. IMPROVEMENTS; ALTERATIONS

Tenant shall not make any alterations, improvements, or structures on the Premises without the Town's prior written consent. Any improvements made with the Town's consent shall become

the property of the Town upon expiration or termination of this Lease unless the Town, in its consent, expressly requires removal and restoration at Tenant's expense.

11. TOWN'S RIGHT OF ENTRY

The Town reserves the right, at any reasonable time and upon reasonable notice to Tenant, to enter the Premises for purposes of inspection, consultation, or exercise of any right reserved to the Town under this Lease. Such entry shall not constitute a constructive eviction or entitle Tenant to any abatement of rent.

12. NO ASSIGNMENT OR SUBLEASE

Tenant shall not assign this Lease or sublet the Premises or any portion thereof without the Town's prior written consent. Any purported assignment or sublease without such consent shall be void and shall constitute a default.

13. EARLY TERMINATION BY TOWN; CROP COMPENSATION

If the Town requires Tenant to vacate the Premises prior to the expiration of the Term for any reason other than Tenant's default, the Town shall provide Tenant with reasonable advance written notice and shall reasonably compensate Tenant for documented crop inputs expended on the Premises that cannot be recovered, or for the market value of the standing crop, whichever is less, as determined by the market value of such inputs or crop at the time of termination. This compensation obligation shall not apply if Tenant is in default under this Lease.

14. DEFAULT

If Tenant fails to pay rent when due, fails to maintain required insurance, or fails to perform any other material obligation under this Lease and such failure continues for ten (10) days after written notice from the Town specifying the default, the Town may terminate this Lease. Termination shall not relieve Tenant of liability for damages or obligations accrued prior to termination. The parties' rights and remedies under this Lease are in addition to, and not in lieu of, any rights or remedies available at law or in equity.

15. NO PARTNERSHIP

Nothing in this Lease shall be construed to create a partnership, joint venture, agency, or employment relationship between the Town and Tenant. Neither party shall have authority to bind the other without express written consent.

16. BINDING EFFECT

This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, and successors; provided, however, that Tenant may not assign this Lease without the Town's prior written consent as provided in Section 12.

17. GOVERNING LAW

This Lease shall be governed by the laws of the State of Wisconsin. Any dispute arising under this Lease shall be subject to the jurisdiction of the courts of Winnebago County, Wisconsin.

18. ENTIRE AGREEMENT; AMENDMENTS

This Lease constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions, representations, and agreements. This Lease may be amended only by a written instrument signed by both parties.

19. AUTHORITY

The Town represents that this Lease has been duly authorized by the Town Board of Supervisors of the Town of Clayton. Tenant represents that Tenant has full legal capacity and authority to enter into this Lease.

IN WITNESS WHEREOF, the parties have executed this Farm Lease Agreement as of the date first written above.

TOWN OF CLAYTON:

Town Chair

Town Clerk

Approved by the Town Board on: _____

TENANT:

Signature

Printed Name

Title (if entity)

Date