

COUNTY/WMA _____
CONTRACT # _____

**TENNESSEE WILDLIFE RESOURCES AGENCY
COOPERATIVE CROP LEASE**

This Cooperative Crop Lease (the "Lease") made this _____ day of _____, 20____, between the Tennessee Wildlife Resources Agency ("TWRA"), whose address is P.O. Box 40747, Nashville, Tennessee 37204, and _____, ("Lessee"), whose address is _____. In consideration of the following terms, TWRA hereby leases to the Lessee and Lessee hereby leases from TWRA, the following tract(s) (the "Property"): _____ consisting of approximately _____ acres and located in, _____, Tennessee.

1. **Purpose:** Lessee will properly prepare, plant and harvest crop(s) on the Property according to TWRA specifications and as listed below, in order to provide food and/or developing habitat for wildlife.

2. **Term:** The term (the "Term") of this Lease shall begin _____, _____ (the "Commencement Date"), and shall end _____, _____, unless terminated earlier in accordance with the terms of this Lease.

3. **Special Requirements:** Lessee shall remove Lessee's share of the total crop(s) at harvest time. No livestock grazing shall be permitted. Fertilizer and lime shall be applied according to standard soil test specifications. All chemical applications must be approved by the TWRA Area Manager. Chemicals used must be registered for the intended use and applied in accordance with current label instructions under the supervision of a certified applicator. Fertilizer bags, chemical containers and other refuse shall be removed from the Property at the end of each day.

4. **Assignment/Subletting & Amendment:** Lessee shall neither assign this Lease to any person or persons nor sublet any part of the Property for any purpose without written consent from TWRA. Any and all changes in this Lease shall be made in writing and shall be attached to and become part of this Lease. No waiver by TWRA of any provision of or default under this Lease shall be deemed to have been made, unless the same is in writing and signed by TWRA, and no waiver of any provision of or default under this Lease shall be deemed a waiver of any other provision or default. TWRA's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of TWRA's consent to or approval of any subsequent act.

5. **Termination:** This Lease may be terminated for convenience by either party upon thirty (30) days written notice with such cancellation to be effective immediately after the harvest date of the crops on the Property at the time such notice was provided. In the event that Lessee fails to comply with any of the terms of this Lease, TWRA may terminate this Lease if such default is not cured within ten (10) days of the date written notice of default is sent by TWRA to Lessee. If this Lease is terminated by TWRA as a result of Lessee default, any crop(s) and personal property on the Property shall become the property of TWRA in total.

6. **Indemnity/Liability:** Lessee, being an independent contractor, agrees to protect and hold harmless TWRA and the State of Tennessee from any and all liability in connection with the purpose of this Lease. Lessee shall indemnify and hold the State harmless from any and all claims, costs, damages and judgments of whatsoever nature, arising out of the activities of Lessee on the Property pursuant to the Lease and to assume all responsibility and liability therefor.

7. **Inspection:** TWRA and anyone designated by it shall have the right of entry at any reasonable time to inspect the Property described in this Lease and/or the farming methods being used.

8. If this box is checked, this Lease is a “Revenue Lease” and the following terms shall apply:

Rent: As annual rental for the lease of the Property, Lessee shall pay to TWRA the sum of \$_____ per calendar year or ___% of the gross revenue received by Lessee upon the sale of the total crops produced on the Property in each calendar year during the Term (the “Annual Rent”). In the event the Annual Rent is a percentage of the gross revenue received, Lessee has an obligation to promptly sell the crops for the highest possible cost. The Annual Rent for each calendar year during the Term shall be paid on the Commencement Date and each anniversary thereof, unless otherwise set forth in the “Specifications” section below. If Lessee fails to pay the Annual Rent when due, the same shall bear interest from the date due until paid at the lesser of eighteen percent (18%) per annum or the maximum rate permitted under Applicable Laws. Lessee shall deliver all Annual Rent to TWRA at the address specified in the first paragraph of this Lease or such other place as TWRA may designate to Lessee by written notice.

Rent Security: If the Annual Rent under this Lease is less than \$1,000, then such Annual Rent must be paid on or before the Commencement Date and each anniversary thereof. If the Annual Rent under this Lease is \$1,000 or more, then (i) such Annual Rent must be paid on or before the Commencement Date and each anniversary thereof, or (ii) Lessee must post a bond with TWRA or provide TWRA with an irrevocable letter of credit, either in form and substance acceptable to TWRA, to secure Lessee’s obligation to pay Annual Rent.

If this box is checked, this Lease is a “Service Lease” and the following terms shall apply:

Rent: As annual rental for the lease of the Property, Lessee agrees that _____ percent of the total crop(s) shall be left in the field by Lessee for the purpose of providing food and/or developing habitat for wildlife

9. **Insurance:** In the event that Lessee leases from TWRA, under this Lease or any other lease, seventy five (75) acres or more, Lessee shall maintain adequate public liability insurance and will provide satisfactory evidence of such insurance to TWRA on or before the Commencement Date and each anniversary thereof. Further, the liability limits of this insurance must not be less than the exposure and limits of the State’s liability under the Claims Commission statute, T.C.A. 9-8-307, as it may be from time to time amended and/or construed by the Claims Commission and courts, currently \$300,000 per claimant; \$1,000,000 per occurrence.

10. **Other:** Lessee’s obligation to pay Annual Rent or Service Rent, as applicable, is an independent covenant, and TWRA’s failure to perform any of its obligations under this Lease shall not result in an abatement of rent, entitle Lessee to withhold rent or otherwise affect Lessee’s liability for the payment of rent. Lessee acknowledges and agrees that: (i) TWRA has not made, is not making and specifically disclaims any representation, warranty, guarantee or assurance to Lessee regarding the Property, express or implied; and (ii) the Property are being leased to Lessee “AS IS - WHERE IS” and with all faults. For the purposes of this Lease, TIME IS OF THE ESSENCE. Notice is hereby given that TWRA will not be liable for any work, services, materials or labor furnished to Lessee, and no mechanic’s, materialmen’s or other lien arising or resulting from Lessee’s acts or omissions (collectively, “Lessee Liens”) shall attach to or affect the State of Tennessee’s interest or estate in the Property. Lessee shall maintain documentation related to its calculation of the rent owed to TWRA. The books, records, and documents of the Lessee, insofar as they relate to the sale of crops grown on the Property and expenses related to said crops, shall be maintained in accordance with Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. In no case shall the records be maintained for a period of less than five (5) full years from expiration or

earlier termination of this Lease. Lessee's records shall be subject to audit at any reasonable time and upon reasonable notice by TWRA, the Comptroller of the Treasury, or their duly appointed representatives

11. Specifications:

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

Lessee

Name(s):

State of Tennessee

Ed Carter, Executive Director
Tennessee Wildlife Resources Agency

STATE OF TENNESSEE
COUNTY OF _____

Personally appeared before me, the undersigned authority, Notary Public for in and for said County and State, the within named _____, the Lessee(s) with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and seal, at _____, Tennessee, this _____ day of _____, _____.

NOTARY
My commission expires: _____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority, Notary Public for in and for Davidson County, Tennessee, Ed Carter, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged that he is the Executive Director, being authorized to do so, executed the foregoing Lease for the purposes therein contained by signing, as Lessor, the name of the State of Tennessee by himself as Executive Director.

Witness my hand and seal, at _____, Tennessee, this _____ day of _____, _____.

NOTARY
My commission expires: _____