

DATED: _____

This Lease agreement is made between the following parties:

Lessor: _____

Lessee: _____

Terms of Lease:

This Contract is made and entered into on November 01, 2016, by and between _____(Lessor), whose address is XXXXX and _____(Lessee) who's address is XXXXXX

Whereas the Lessee is a company engaged in the business of leasing TMK XXXX and is willing to provide such services to Lessor as per the terms herein.

Whereas Lessor desires to have Lessee provide a presence on the property in order to deter theft and vandalism of Lessee property:

1. Services

Lessee to install above ground irrigation system as needed for his crops by connecting to the non-potable irrigation well on the Property. Upon termination of the lease, Lessee shall remove irrigation, as agreed by Lessor. Lessor has the option of retaining all or part of the irrigation system at an agreed-upon price with lessee.

Lessee's use of the property include but not limited to growing the following plants: (List of crop and agricultural activity) and other activities relating to agriculture to the extent permitted by law.

Lessee to maintain the property in good condition. The remaining approximately XX acres can be cleared and/or used for other agricultural practices.

2. Excluded Services

Unless authorized in writing by Lessor, Lessee shall not be required to make any of the following:

Any replacements of infrastructure if lost, stolen, or damaged by a third party.

Over night security

Staffing for other Lessor programs

Other safety tests or installations, whether or not recommended or directed by governmental authorities or by insurance companies.

If the services described in this provision are authorized by Lessor, and if Lessee agrees to perform them, an additional reasonable care will be made for the services.

3. Insurance

Lessee will name Lessor as additional insured and provide proof of insurance. The Lessee shall indemnify and hold the Lessor harmless and defend her from any and all costs, expenses, losses, damages, debts and obligations and any and all legal action or liability resulting from any and all wrongful acts, errors, omissions and/or negligence of the Lessee, or his respective agents, employees, independent contractors, customers or guests during the term of the Lease.

Lessee will carry worker's compensation insurance and any other insurance, required by law for any of its employees who work on the Property. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, principal/agent, or other business relationship in regards to the Ag use of the Property. The parties intend that the relationship between Lessor and Lessee created by this Agreement is strictly that of Lessor/Landlord and Lessee/Tenant.

4. Terms

Term of the lease shall be Five (5) years with an automatic renewal to Ten (10) years provided that there is no gross negligence on the part of Lessee and services are provided in a timely and reasonable fashion. Upon the termination of the Contract, Lessee shall remove any improvements erected or installed on the Property, unless the Landlord elects to keep said improvements at an agreed-upon price. It is the intent of the parties that Lessee leave the Property at the condition it was in before Lessee's occupancy, with the exception of any clearing that was done in furtherance of Lessee's agricultural use of the Property.

Lessee shall hold the lease to use property as a working farm in exchange for the use of well water, facilities, and supplies currently located on the parcel. All of which may be used for upkeep and maintenance of the property and/or agricultural activities.

5. Other

Lessee may erect a work area, tool shed, container, or restroom facilities (portable or composting toilet) on the property, provided that Lessee shall secure all governmental permits prior to doing so. In addition, Lessee shall meet with Lessor to select the location of such facilities. Upon termination of the lease, Lessee shall remove the tool shed,

as agreed by Lessor. Lessor has the option of retaining the shed at an agreed-upon price.

Lessor may enter the property at any time to inspect the premises, tend to facilities, or for other purposes that do not interfere with Lessee's cultivation of crops.

6. Miscellaneous Provisions

- (a) **Applicable Law:** This Contract shall be construed under and in accordance with the laws of the state of Hawaii, and all obligations of the parties created under this Contract are performable in Maui County, Hawaii.
- (b) **Parties bound:** This Contract shall be binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by the Contract
- (c) **Legal Construction:** In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or un-enforceability shall not affect any other provisions, This Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- (d) **Prior Contracts Superseded:** The Contract constitutes the sole and only Contract of the parties and supersedes any prior understandings or write or oral Contracts between the parties respecting the subject matter of the Contract.
- (e) **Amendments.** This Contract may be amended by the parties only by a written Contract.
- (f) **Attorneys Fees** If any action at law or in equity to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

7. Signatures

This Contract shall be signed on behalf of Lessee by _____ its
_____ (title) , and on behalf of Lessor by _____ its
_____ (title).

LESSEE

Name:

Signature: _____ Date: _____
by: Name, Title

LESSOR

Name:

Signature: _____ Date: _____
by: Name, Title