

AGRICULTURAL LEASE
March 1, 2023 – February 29, 2028

This lease agreement is NOT to be completed by bidders and submitted as part of the sealed bid. Until a bid is officially awarded, this lease agreement is for informational purposes only.

This agreement, made and entered into on the date indicated below by and between **The City of Viroqua**, hereinafter called the Lessor, and _____, hereinafter called the Lessee.

WHEREAS, the Lessor owns and operates an airport known as Viroqua Airport, and owns other lands, Lessee is desirous of leasing from the Lessor a certain parcel of land, hereinafter more fully described, for the purpose of conducting agricultural activities;

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, the Lessee does hereby lease from the Lessor the following premises, rights, and easements on and to the airport upon the following terms and conditions.

1. Premises Description: Ag Land Parcel ___ See Description attached. The crop acres on the attached will be used for the number of acres leased unless either party acquires more accurate information after the date hereof.

2. Term: The term of this lease shall be for a period of sixty (60) calendar months commencing on **March 1, 2023** and terminating on **February 29, 2028.**

3. Rent: The Lessee agrees to pay to the Lessor for the use of the premises, rights, and easements herein described, a yearly rental rate of \$_____ per acre, for a total of \$_____, payable on **December 1st of each rental year.** Payments shall be due without further notice from the **City of Viroqua.**

Annual lease payments shall be made payable to the City of Viroqua and shall be sent to City Clerk, City Hall, 124 W. Decker Street, Viroqua WI 54665.

4. Use of the Premises: Lessee shall have the right to use the premises solely for agricultural purposes and hereby agrees to the following:

a. Lessee agrees to cultivate said premises using good husbandry methods, and to apply fertilizers, herbicides, and pesticides according to good farming practices and to hold Lessor harmless for the application thereof.

b. **Lessee may only use materials that are compliant with organic standards and that appear on the OMRI or WSDA lists on Ag Parcels 3 and 4. This requirement does not apply to Ag Parcels 1 and 2.**

c. Lessee must notify the Lessor of any application of material to the land, including the product, where it was applied and the loading rates.

d. None of the land herein shall be placed in any Federal set aside programs.

e. Crops shall be harvested as soon as they mature and weather allows.

f. Any construction on or improvement of the leased area must be approved by Lessor in writing prior to such use.

g. Lessee agrees to keep said premises free from all noxious weeds and grasses, and in the event any appear on said premises, the Lessee agrees to destroy the same and to prevent them from bearing seed and to comply with the statutes of this State as to the time and manner of destroying same.

h. Lessee shall not burn any product of the land without the expressed permission of the Lessor.

i. Lessee shall not create or contribute to standing water.

j. Lessee is responsible for the removal of all garbage from the premises.

5. Access: Lessee shall have the right of ingress to and egress from the demised premises. Lessee agrees not to permit the deposit of any crops, dirt, or debris upon those areas of airport property outside of the leased premises.

6. Right to Inspect; City right to spread municipal sludge (biosolids): Lessor reserves the right to enter upon the premises at any reasonable time for

the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement, or to the operation of the airport.

Lessor has the right to spread municipal sludge (biosolids) from the City's Wastewater Treatment Plant on Ag Parcels 1 and 2 (but not Ag Parcels 3 and 4), in coordination with tenant's operations, prior to the Tenant's planting and after crops have been removed. Unless another date is mutually agreed upon by Lessor and Lessee, crops must be removed from premises by October 31 during the lease term. The Lessee shall notify the City at least two weeks in advance of spring planting.

7. Signs: No signs or advertising matter may be erected on the leased premises without the prior written consent of the Lessor.

8. Approach Protection: Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport, which, in the opinion of Lessor, would limit the usefulness of the airport, or constitute a hazard to aircraft.

9. Hold Harmless: The Lessor shall not be liable to the Lessee for, and Lessee shall hold the Lessor harmless from, any and all claims, damages or losses caused by the acts or omissions of the Lessee, its family, guests, invitees, employees, agents, representative or servants, relating to or arising out of Lessee's use and enjoyment of the premises or the rights and privileges granted by this lease. The Lessor shall not be liable for any loss or damage, not caused by negligent acts or omissions of the Lessor, which Lessee may sustain from:

- a. Theft or burglary in or about the premises;
- b. Delay or interruption in any utility service from any cause whatsoever;
- c. Fire, water, rain, frost, snow, gas, odors or fumes from any source whatsoever; or
- d. Any injury to any person or damage to any property.

10. Land Reduction: The Lessor reserves the right to remove from this lease all or any part of the above described premises in the event the Lessor determines that said premises are needed for aeronautical purposes or development purposes. The Lessor shall give the Lessee written notice of such removal at least thirty (30) days prior to the effective date of the removal. In the event of such removal, this lease shall continue on the unaffected land, but the rent will be proportionately adjusted. In the event there are any planted crops on the affected lands, the Lessor shall pay to the Lessee the reasonable costs and expenses incurred by the Lessee in planting of said crops.

11. Default and Termination:

a. **Default Defined:** Lessee shall be deemed in default upon

i. Failure to pay rent or any other properly-imposed fee within 30 days after due date.

ii. Violation of any of the other terms or conditions of this lease after written notice to cease and/or correct such violation has been served upon the Lessee by the Lessor, and after the Lessee has failed to correct such violation within thirty (30) days of service of such notice (or such later deadline as may be established in the Notice by the Lessee). Mailing notice by U.S. Mail, Certified Mail, shall constitute "service" of notice. In the case of a violation which cannot with due diligence be cured within a period established, the Lessee may apply to the Lessor for an extension of time within which to cure said violation.

b. **Effect of Default:** Default by the Lessee shall authorize the Lessor, at its sole option, to declare this lease void, to cancel the same, and to re-enter and take possession of the premises.

c. **Remedies:** Except as otherwise provided herein, no right or remedy herein conferred shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

d. **Restoration of Property:** Upon termination of this lease, the Lessee shall remove all of its buildings, equipment, and property, and restore the leased premises to its original vacant condition, unless the Lessor agrees, in writing, to accept all or any part of the property which the Lessee wishes to abandon.

e. **Non-waiver:** Any intentional or unintentional waiver by the Lessor of any violation of this Contract by the Lessee shall not be construed or interpreted to be a waiver of any other prior, subsequent or contemporaneous violation.

12. Lease Transfer: The Lessee may not assign or transfer this agreement or any interest contained herein, nor sublet any part of the premises without the consent of the Lessor.

13. Nondiscrimination: The Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Lessee's improvements.

b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination

c. The Lessee shall use the Subject Property and Lessee's Improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

14. Arbitration: Any controversy or claim arising out of or relating to this lease or any alleged breach thereof, which cannot be settled between the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the dispute by the arbitrator(s) shall be final and binding on the parties.

15. Severability: This lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provisions herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contains so long as such deletion does not materially prejudice Lessor or Lessee in their respective rights and obligations contained in the valid remaining covenants, conditions and provisions of the lease, and when such occurs only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

Dated _____

LESSOR: THE CITY OF VIROQUA; Address for Notices: 124 W. Decker Street
Viroqua WI 54665

LESSEE: _____; Address for
Notices:
