LAMPSON BROOK FARM SUB-LEASE AGREEMENT (Template)

This Agreement is made and entered into this 26th day of _______, 20__, by and between New England Small Farm Institute, Inc. (Lessee), 275 Jackson Street, Belchertown, MA 01007, and __________________________ (Sub-lessee), to sub-lease a certain parcel(s) of agricultural land and/or space in certain building(s) for purposes more fully described below.

WHEREAS, Lessee, a non-profit educational organization, has entered a long-term lease agreement (the master lease) with the Commonwealth of Massachusetts (Landlord) under the terms and conditions of Chapter 664 of the Acts of 1986 “for the purpose of promoting the development of a small farm demonstration and training center” on the property known as Lampson Brook Farm, formerly the Belchertown State School farm (the Premises); and

WHEREAS, Lessee seeks to establish a small farm demonstration and training center on said Premises, to include securely tenured, sustainably-managed natural resource-based enterprises; and

WHEREAS, Sub-lessee is qualified and desires to establish and maintain __________________________ (an independent and permitted use), and prepared to collaborate with Lessee in developing demonstrations and/or educational program activities on said sub-leasehold, all as more particularly described in Sub-lessee’s Enterprise Plan, attached hereto and made a part of this Agreement as Exhibit A.

NOW THEREFORE, the parties agree as follows:

1. Description of the Sub-leasehold
   The sub-leasehold, known as “__________________,” is comprised of agricultural land identified as Field ________________, all as more particularly described in Sub-leasehold Plan of Land/Site Use Plan, attached hereto and made a part of this agreement as Exhibit B.

2. Purpose and Utilization of the Sub-leasehold; Maintenance of Effort
   The purpose of this non-transferable sub-lease Agreement is to implement the particular proposal contained in Exhibit A, Sub-lessee’s Enterprise Plan. Maintenance of effort in pursuit of this Plan is required. Use of the sub-leasehold, including any improvement thereto, shall be subject to all terms and conditions of the master lease between Lessee and the Commonwealth of Massachusetts, attached hereto and made a part of this Agreement as Exhibit C, and shall be subject to Lessee’s ongoing oversight.

3. Term of Sub-lease
   The term of this sub-lease shall be from ____________ to ____________, except as may be renewed by written agreement of both parties or earlier terminated according to the provisions of Section 11, below.

4. Fair Market Value Rent
   Fair market value rent (the Annual Site Use Fee) for the sub-leasehold is comprised of two factors:
   o An agricultural productive use value based on (a) the Hampshire County average annual rental for agricultural land of similar capability or other value approved by the Commonwealth; and/or (b) local average rental rates for comparable commercial, storage or residential space, payable quarterly, and
   o An additional commercial productive use value, as mutually agreed upon and based on non-agricultural value, if any, gained from sub-leasehold tenure and payable annually.

The Annual Site Use Fee will be reviewed and may be adjusted annually, and shall be made a part of this Agreement as provided in Exhibit D. Lessee and Sub-lessee may negotiate in-kind services in lieu of all or partial payment of the Annual Site Use Fee.
5. **Operation and Maintenance of the Sub-leasehold**
Sub-lessee shall operate and maintain the sub-leasehold in accordance with provisions of Lampson Brook Farm Stewardship Standards, attached hereto and made a part of this Agreement as Exhibit E.

6. **Ownership of Improvements**
Ownership of Sub-lessee’s improvements to the site shall reside with Sub-lessee throughout the sub-lease term and any renewal.

7. **Liability and Indemnification**
Sub-lessee shall carry and provide Lessee with evidence of comprehensive liability insurance with a minimum coverage of $___________. Said insurance shall be in place prior to the conduct of any on-site activity; a binder providing evidence of such coverage shall be attached hereto and made a part of this Agreement as Exhibit F. Sub-lessee accepts sub-leasehold in as-is condition, and shall hold Lessee and Landlord harmless concerning Sub-lessee’s utilization of the sub-leasehold, in accordance with the provisions of the Waiver of Liability attached hereto and made a part of this Agreement as Exhibit G.

8. **Annual Reporting and Review**
Sub-lessee agrees to submit an annual report, due on or by March 1 of the following year, and to review such report with Lessee, as provided in Attachment A, Section I.

9. **Access**
Lessee reserves the right to access the sub-leasehold for the purposes of inspection with prior notification to Sub-lessee.

10. **Revisions to this Agreement**
With the exception of provisions of the master lease, revisions to this Agreement may be made by mutual consent. All such revisions shall be made in writing and signed by both parties. Enterprise Plan revisions shall be made a part of this Agreement as provided in Exhibit A, Section II. Plan of Land/Site Use Plan revisions shall be made a part of the Agreement as provided in Exhibit A, Section II or through notarized amendment to Exhibit B.

11. **Termination**
Sub-lessee’s failure to abide by all terms and conditions of this Agreement, including the terms and conditions of the master lease, shall result in default and termination of this Agreement if the default is not reversible and timely cured. Upon such termination, or upon expiration of the sub-lease term or any renewal, Sub-lessee shall immediately remove all moveable assets and personalty from the sub-leasehold unless otherwise agreed in writing by Lessee.

AGREED to this__________________ day of __________________, 20____.

NEW ENGLAND SMALL FARM INSTITUTE, INC.

By: ____________________________________
(for Lessee)

By: _____________________________________
(Sub-lessee)

STATE OF MASSACHUSETTS
________________________ County, SS.

At ______________ in said County this _______ day of ___________ the parties personally appeared and acknowledged this instrument, sealed and subscribed by each to be their own free act and deed.

Before me, ______________________________
Notary Public
My commission expires: ____________________
Exhibit A: Sub-lessee’s Enterprise Plan

ENTERPRISE PLAN

Enterprise: ___________________________
ANNUAL REPORT & ENTERPRISE / SITE USE PLAN UPDATE

Enterprise: _____________________________

Year: __________

I. Annual Report & Review: (Due for each year on or before March 1 of the following year, to be followed by an annual review meeting with Lessee, to be convened on or before March 31 and to include Sub-lessee’s requests for Plan revisions if any, as provided in Section II, below. Use additional pages or attachments as needed.)

   Provide a brief summary of Enterprise activities over the past year. In a separate section, describe any extra labor or expense involved in meeting Lampson Brook Farm Stewardship Standards or participating in demonstration/training activities conducted in cooperation with Lessee.

II. Enterprise / Site Use Plan Update:

   _____ Enterprise Plan (Attachment A) and Plan of Land/Site Use Plan (Attachment B) remain unchanged for the coming year.

   _____ Enterprise Plan (Attachment A) and/or Plan of Land/Site Use Plan (Attachment B) revisions are requested, as described below or attached. (Such revisions will become a part of the Sub-lease Agreement, as provided in Section 10.)

Signed: ______________________________________
        (for Sub-lessee)        date
Exhibit B: Sub-leasehold Plan of Land / Site Use Plan

LOCATOR MAPS
Exhibit C: Lease Agreement (Master Lease) between The New England Small Farm Institute, Inc. and the Commonwealth of Massachusetts

COMPLETE COPY OF MASTER LEASE TO BE ATTACHED
ANNUAL SITE USE FEE AGREEMENT*

Year: 20 ___

Enterprise: _______________________________

Sub-leasehold, agricultural land/ground rent per acre:
   Cropland: ___ acres @ $ _____ acre:
   Pasture: ___ acres @ $ _____ acre:
   Necessary and related land: ___ acres @ $ _____ acre:
   Other: ___ acres @ $ _____ acre:

Sub-leasehold, building space per square foot (does not include utilities):
   Commercial use (i.e., suitable for use as office, light industry):
   Storage:

Annual site use, agricultural land/ground rent per acre:
   Cropland: ___ acres @ $ _____ acre:
   Pasture: ___ acres @ $ _____ acre:
   Necessary and related land: ___ acres @ $ _____ acre:
   Other: ___ acres @ $ _____ acre:

Annual site use, building space per square foot (does not include utilities):
   Commercial (i.e., suitable for use as office, light industry)
   Storage:
   Residential:

Non-agricultural commercial use value component (if any): $ _____

Annual Stewardship Security Deposit**: $ _____

Total Annual Site Use Fee: $___________

Signed: _______________________________
   (for Lessee) date
   (Sub-lessee) date

*In accordance with Section 4 of this Sub-lease Agreement. If Lessee and Sub-lessee elect to negotiate in-kind services in lieu of full or partial payment of the Annual Site Use Fee, such agreement shall be fully described in writing and attached to this Exhibit D.

**To be held in escrow; returnable at year’s end.
Exhibit E: Lampson Brook Farm Stewardship Standards

STEWARDSHIP STANDARDS

New England Small Farm Institute
Lampson Brook Farm, Belchertown, MA

**Purpose:** Lampson Brook Farm (LBF) Stewardship Standards embody, in specific terms, the Lessee’s commitment to:

- further its mission to promote sustainable agriculture;
- comply with the terms and conditions of the master lease agreement with the Commonwealth of MA and site-related insurance policies;
- protect and enhance the natural and cultural resources of the site, a National Historic Register “working agricultural landscape” and MA EOEA “Special Place of Environmental Significance;”
- insure humane treatment of all farm animals raised and/or held on the site; and
- provide visitors to the site and any farm labor, volunteers, program participants and “trainees” with safe and lawful access to and utilization of the Premises.

*Note: Generic standard components are in italics. Material in regular font is specific to each sub-lease.*

For purposes of this document, the term “sub-leasehold” includes both land and/or buildings identified in Section 1 of this Sub-lease Agreement and additional land and/or buildings included in a Sub-lessee’s Annual Site Use Agreement for any given year.

**Sub-leasehold:** ______________________

**Section 1. Natural Resources**

1. *Agricultural land* (cropland, hay land, pasture, and field edges) will be managed in accordance with USDA National Organic Program Subpart A, §205.2, Terms Defined, and §205.203, Soil Fertility and Crop Nutrient management Practice Standard, and Lessee’s NRCS Conservation Plan. Copies of these documents will be provided to Sub-lessee at his/her request. Practices include but are not limited to the following:
   a. *Agricultural soils* will be managed to assure their long-term productivity. On this and all LBF sub-leaseholds, soil management practices will include an annual soil test on all cropped fields, a copy of which will be provided to Lessee.
   
   b. *Agricultural soils* will be managed to minimize pests and weeds. On this sub-leasehold, …
   
   c. *Agricultural soils* will be managed to prevent soil erosion. On this sub-leasehold, …
   
   d. *Field edges* will be managed to minimize weeds, pests, nuisance vegetation and encroachment of invasive species, and to promote bio-diversity. On this sub-leasehold, …
   
   e. *Field trash, including culls,* will be managed to minimize nuisance, visual blight and disease. On this sub-leasehold, …

2. *Forest resources* will be managed in accordance with Lampson Brook Farm’s Forest Stewardship Plan. On this sub-leasehold, …
3. **Water resources** will be managed to maximize conservation and quality of this resource and in accordance with state regulations. On this sub-leasehold, …

4. **Conservation areas**, including wetland and wildlife habitat, will be managed in accordance with state Wetland Protection Act regulations and Lessee’s NRCS Conservation Plan. On this sub-leasehold, …

**Section II. Livestock & Poultry**

Livestock and poultry raised, grazed or held on this Leasehold, if any, will be managed in accordance with Humane Farm Animal Care’s (HFAC) “Animal Care Standards,” and Lessee’s NRCS Conservation Plan. On this sub-leasehold, …

**Section III. Cultural & Human Resources**

The historical, cultural and visual resources of this site, including its structures and landscape/view shed, will be respected and managed to protect and promote their value. On this and all LBF sub-leaseholds, management will be in accordance with requirements of the National Historic Register, MA Historic Commission guidelines, Lessee’s master lease with the Commonwealth, and other relevant state regulations, local bylaws (including housing, fencing and signage bylaws) and insurance requirements, as discussed and agreed. Lessee’s obligation to create and maintain a safe and attractive public presence on the Leasehold will be honored, with particular attention to the following.

1. All fields and surrounding “necessary and related land” will be maintained in safe condition. For example, tools and equipment will be safely stored when not in use.
2. Siting and maintenance of new structures and heavy use areas, and outdoor storage of large equipment, will be as discussed and agreed in writing by Lessee.
3. Collection and disposal of trash, and payment for all utilities, if any, will be the responsibility of Sub-lessee and as discussed and agreed in writing by Lessee.
4. Parking and storage of all personal and farm vehicles will be as discussed and agreed in writing by Lessee.
5. Storage of supplies and equipment will be as discussed and agreed in writing by Lessee.
6. Storage of waste oil, if any, will be in accordance with MA DEP Very Small Quantity Generator (VSQG) certification, as required by Lessee’s existing permit and as discussed and agreed in writing by Lessee.
7. Storage of fuel and pesticides, if any, shall be in accordance with requirements of MA DEP and DAR regulations, and as discussed and agreed in writing by Lessee.
8. Management of sub-leasehold site security and related public safety issues will be as discussed and agreed in writing by Lessee. Smoking is not allowed in any building located on the Premises.

The human resource considerations referenced in the LBF Standards Purpose statement include Lessee’s commitment to provide “duty of care” to visitors to the site and to any farm workers, workshop participants, volunteers and/or “trainees.” On this and all LBF sub-leaseholds, Sub-lessee will become informed about and create a plan to manage human resources in accordance with federal and state Departments of Revenue and Labor/OSHA regulations regarding farm work (whether paid or volunteer), and the provisions of recommended insurance policies (for example, personal injury, pick-your-own, and product liability).
STEWARDSHIP STANDARDS:  
ANNUAL POLICY, PLANNING & MANAGEMENT CHECKLIST

Enterprise: _________________________________ Year: ______

  ____ Annual soil test(s) on Field(s) # _________:
  
  ____ On-farm composting:
  
  ____ Forest management:
  
  ____ Water quality management/habitat:
  
  ____ Humane Farm Animal Care (HFAC) standards:
  
  ____ New structures/improvements & heavy use areas:
  
  ____ Trash disposal:
  
  ____ Parking & storage of personal & farm vehicles:
  
  ____ Storage (farm supplies & equipment; personal):
  
  ____ Waste oil storage & disposal:
  
  ____ Pesticide & fuel storage:
  
  ____ Site security/public safety considerations/insurance:
  
  ____ Cultural resource management:
  
  ____ Human resource management (employee, volunteer, visitor & trainee policies/management):
  
  ____ Utilities:
  
  ____ Other:

Reviewed, agreed and signed:

(for Lessee) ________________ date

(Sub-lessee) ________________ date
Exhibit F: Certificate(s) of Insurance

TO BE ATTACHED
Exhibit G: Waiver of Liability

New England Small Farm Institute (Lessee)/
Lampson Brook Farm

SUB-LESSEE

WAIVER OF LIABILITY

With regard to occupancy and ongoing use of this sub-leasehold, * I/we hereby acknowledge and agree as follows, in accordance with Section 7 of this Sub-lease Agreement:

1. that I have inspected and accept the sub-leasehold in as-is condition;

2. that I am responsible for my own personal safety and for the safety of others who visit or who offer volunteer or paid services to me or my enterprise;

3. that I am responsible for preparing and discussing with Lessee a plan to manage human resources associated with my enterprise in accordance with federal and state Departments of Labor/OSHA regulations regarding farm work (whether paid or volunteer), including recommended insurance coverage (for example personal injury, pick-your-own and product liability insurance), and that it is my sole responsibility to implement this plan;

4. that I am responsible for informing Lessee of the presence on the Premises, for any significant period of time, of any visitors, employees, volunteers or others under my control, and of any medical condition, disability, physical need or limitation that I or those under my control may have, and that I will do my best to accommodate, or arrange with others to accommodate, such needs; and

5. that I hold Lessee harmless for any loss, injury, damage, pain or suffering caused as a result of my presence on the Premises that is due to my own negligence, error, omission or conduct, or to the negligence, error, omission or conduct of others under my control, whether intentional or not intentional, during the term of this Sub-lease Agreement.

*For purposes of this document, the term “sub-leasehold” includes both land and/or buildings identified in Section 1 of this Sub-lease Agreement and any additional land and/or buildings included in a Sub-lessee’s Annual Site Use Agreement for any single year.

Signed: __________________________________________
(Sub-lessee)                    date

Sub-lessee has reviewed and discussed this Waiver of Liability with me and signed it in my presence:

____________________ ____________________________
(for Lessee)              date