

FARMLAND LEASE

date: _____

1. Parties. The MARTHA'S VINEYARD LAND BANK COMMISSION of Post Office Box 2057, Edgartown, Massachusetts 02539 ("OWNER") does hereby Lease to _____ of Post Office Box ____, _____, Massachusetts ____ ("LESSEE", which expression shall not include any successors, executors, administrators or assigns), a portion of the following described property: _____, Dukes County, Massachusetts.
2. Leasehold. The Leasehold comprises a portion of the property conveyed to the OWNER by deed recorded in the Dukes County registry of deeds on _____ in book ____ page ____ (the "Premises"), such portion appearing on the attached Exhibit "Q" as "_____" (the "Leasehold"), containing ____ acres.
3. Term. The term of this Lease shall be from _____ to _____, unless sooner terminated or extended in accordance herewith.
4. Rent. The LESSEE shall pay to the OWNER \$____.00 (____ dollars and zero cents) for each calendar year or portion thereof that this Lease is in effect, payable in full for the full term at the time of Lease execution. LESSEE may, at the sole discretion of the OWNER's foreman, make such payment in kind rather than in cash.
5. Use of Leasehold. The LESSEE shall use the Leasehold solely for _____. The number and type of livestock shall be subject to the approval of the OWNER's foreman, in his sole discretion, and such approval need not be in writing; in no event shall horses be permitted on the Leasehold. LESSEE shall be entitled to use, install and employ equipment necessary to this purpose and shall also be entitled to park on the Leasehold at any one time, in addition to any farm equipment, one (1) vehicle for personal use [plus two (2) additional vehicles for employees], such parking of vehicles to occur only when LESSEE and/or LESSEE's

employees are working on the Leasehold. Any goods, equipment or personal property stored or otherwise maintained by LESSEE at the Premises shall be kept there at LESSEE's sole risk.

No other activity, including but not limited to retail activity, shall be permitted on the Leasehold without the express written consent of the OWNER.

It is understood by LESSEE that trails exist or will exist on the Premises near the Leasehold which are or will be used by the OWNER and its guests and invitees for passive recreational purposes and that these guests and invitees shall have the right to walk on such paths and otherwise use such paths for such passive recreational activities (which include pet exercise) as the OWNER shall, in its sole discretion, determine. The LESSEE acknowledges that the OWNER shall not patrol the Premises or Leasehold. The LESSEE covenants and agrees to fence the Leasehold, or such portion as LESSEE is using at any one time, in such a secure manner as to assure OWNER that its guests and invitees can bring their pets on the paths without concern that these pets might annoy or harass the livestock.

The LESSEE shall not be liable for damages incurred by OWNER in connection with or arising out of use by OWNER or its guests or invitees of such paths on the Premises unless such damage is caused by LESSEE's omission, fault, neglect or other misconduct. Conversely, the OWNER shall not be liable for damages incurred by the LESSEE in connection with or arising out of use of paths located on the Premises including, but not limited to, harm to livestock and crops.

Without limiting the generality of any other provisions of this Lease, LESSEE shall not make or permit any use of the Leasehold which shall be unlawful, improper or contrary to any applicable federal or commonwealth law or municipal ordinance (including, without limitation, all zoning, building, land bank or sanitary statutes,

codes, rules, regulations or ordinances) or the OWNER's management plan for the Premises, as it may be amended from time to time, and which is available for inspection at the OWNER's office. In addition, LESSEE shall not make or suffer offensive use of the Leasehold, nor permit uses not contemplated by this Lease, nor create any substantial interference with rights, safety or enjoyment of the public, or occupants of any adjacent property, nor make any use whatsoever thereof other than as expressly stated herein.

6. Utilities. LESSEE acknowledges and agrees that the type and amount of utilities currently serving the Leasehold are sufficient for LESSEE's purposes and that if LESSEE desires additional utilities servicing the Leasehold in the future LESSEE shall obtain said additional utilities at its sole cost and expense, subject to the prior written approval of the OWNER's foreman. LESSEE shall promptly pay all bills for any such utilities, including any repair and/or activation fees.
7. Alterations/Additions. The LESSEE may, at LESSEE's expense, erect fencing, gates and impermanent structures on the Leasehold provided that in each instance it has received in advance and in writing the approval of the OWNER's foreman as to siting, style, quality, composition and the like. It is understood and agreed that any improvements made to the Leasehold by LESSEE and any goods or other property owned or otherwise possessed by LESSEE and stored or otherwise maintained by LESSEE at the Leasehold shall be erected and kept there at LESSEE's sole risk and without any liability whatsoever on the part of the OWNER for any loss or damage thereto.
8. Annual Review. On December 1, __, and on each consecutive December 1 during the term hereof, the OWNER shall conduct a review of the LESSEE's use of the Leasehold as permitted under the terms of this Lease, to determine whether the public interest is served by this Lease, and whether the LESSEE's use of the

Leasehold under the terms of this Lease is compatible with the goals and objectives of the OWNER (each, an "Annual Review"). If, as the result of any Annual Review, the OWNER determines, in its sole discretion, that the public interest is not served by the LESSEE's use of the Leasehold under the terms of this Lease, or that the LESSEE's use of the Leasehold is not compatible with the goals and objectives of the OWNER, then the OWNER may unilaterally terminate this Lease, upon thirty (30) days' written notice to the LESSEE.

If OWNER has been satisfied with LESSEE's performance under this Lease during this period and if OWNER and LESSEE so desire, this Lease shall be renewed for a period from _____ to _____. Such renewal shall be agreed to in writing by both parties and such agreement shall be attached to this Lease.

9. Maintenance of the Leasehold. The LESSEE agrees to maintain the Leasehold in a condition which is in accordance with sound agricultural, soil conservation and soil enhancement techniques and which will facilitate or allow for further agricultural use. Care and preparation of the Leasehold for the intended agricultural use shall be the sole responsibility of the LESSEE.

The LESSEE shall maintain and keep all fences and other improvements located on the Premises in as good order, repair and condition as the same are at the commencement of the term, reasonable wear and tear or damage by fire or other unavoidable casualty excepted.

The LESSEE shall not permit the Leasehold to be overloaded, damaged, stripped nor to suffer any waste. The LESSEE covenants, with respect to the public use of the Premises, that LESSEE shall operate its equipment and conduct its activities so as not to endanger public safety. Specifically, equipment shall, whenever possible, be housed or removed from the Leasehold when not in immediate use. The

OWNER shall have the right to disapprove any use of the Leasehold which is not compatible with existing or planned passive recreational of the Premises by the public.

10. Assignment/Subleasing. The LESSEE may assign or sublet the whole or any part of the Leasehold with the OWNER's prior written consent. In the event that the LESSEE desires to assign or sublet the Leasehold, the LESSEE will provide written notice to the OWNER. Upon receipt of such notice, the OWNER shall, within thirty (30) days, consent or disapprove of such assignment or sublease.
11. Indemnification and Liability. The LESSEE agrees to defend, indemnify and save the OWNER harmless from any and all liability, loss, injury, claim or damage to or of any person or property arising out of the LESSEE's use of the Leasehold, unless caused by the fault or negligence of the OWNER or its agents; indemnify and save the OWNER harmless from all injury, loss, claim or damages, including reasonable attorneys' fees, to or of any person or property anywhere occasioned by any omission, fault or neglect or other misconduct of LESSEE, or acting expressly or impliedly at LESSEE's direction, or occasioned by virtue of LESSEE's activity at the Leasehold.
12. Default. In the event that the LESSEE shall default in the payment of any installation of rent, or the LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements or obligations hereunder, and such default shall not be corrected within thirty (30) days after written notice thereof, the OWNER shall have the right thereafter, while the default continues, to reenter and take complete possession of the Leasehold, to declare the term of this Lease to be ended and to remove the LESSEE's personal property, without prejudice to any remedies which might otherwise be used for arrears of rent or other default. The LESSEE shall indemnify the OWNER against all loss of rent which the OWNER

may incur by reason of such termination during the residue of the term.

13. Notice. Any notice from the OWNER to the LESSEE relating to the Leasehold or to the occupancy thereof shall be deemed to have been duly served if mailed to _____, Post Office Box __, _____, Massachusetts ___ by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the OWNER relating to the Leasehold or to the occupancy thereof shall be deemed to have been duly served if mailed to Post Office Box 2057, Edgartown, Massachusetts 02539 by registered or certified mail, return receipt requested, postage prepaid, addressed to the OWNER.
14. Surrender. The LESSEE shall, at the expiration or other termination of the Lease, remove all LESSEE's personal property, including all signs affixed by the LESSEE, and all alterations and additions, and all rubbish, and shall deliver to the OWNER the Leasehold in the same condition as it was prior to the term hereof, all soil conditioning excepted. The LESSEE shall deliver to the OWNER all locks and keys thereto. The LESSEE shall, under the sole discretion and at the sole discretion of the OWNER's foreman, seed and condition the Leasehold in order to assure that all portions thereof are in an acceptable natural condition. In the event of LESSEE's failure to remove any of LESSEE's property from the Leasehold, the OWNER is hereby authorized, without liability to the LESSEE for loss or damage thereto, and at the sole risk of the LESSEE, to remove and store any of the property at the LESSEE's expense, or to retain same under the OWNER's control or to sell at public or private sale, without notice, any of the property not so removed, and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.
15. Insurance. The OWNER recommends that the LESSEE maintain, with respect to the Leasehold, comprehensive public liability insurance, worker's liability insurance

(if necessary) and personal property damage insurance insuring the LESSEE. The OWNER shall have no obligation to procure and maintain such insurance on behalf of the LESSEE.

- 16. Option to Terminate. It is understood and agreed to by the parties that either party shall have the option to terminate this Lease on six (6) months' written notice to the other party, with or without cause.

- 17. General Provisions. This Lease contains the entire agreement of the parties hereto concerning the subject matter hereof and supersedes all other agreements between the parties hereto, whether written or oral. This Lease may only be amended by written instrument executed by both parties hereto. This Lease shall be governed by and construed in accordance with the laws of the commonwealth of Massachusetts (without reference to choice of law provisions).

IN WITNESS WHEREOF, the OWNER and LESSEE have hereunto set their hands and seals this ____ day of _____, ____.

(LESSEE)

MARTHA'S VINEYARD LAND BANK COMMISSION (OWNER)
by: