**CASH RENT LEASE**

THIS LEASE, made and entered into this \_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021, by and between Missouri Western State University, hereinafter referred to as “Lessor,” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “Lessee.”

WITNESSETH THAT:

1. **DESCRIPTION OF LEASED PREMISES**. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, on the terms and conditions hereinafter set forth, that certain real property described on Exhibit A attached hereto and made a part hereof by reference, hereinafter referred to as the “Leased Premises,” together with all appurtenances, easements and rights-of-way pertaining thereto.

2. **TERM**. The term of this Lease shall be for a period commencing on April 1, 2021, and terminating on November 1, 2021.

3. **RENTAL - CASH RENT**.

(a) Lessee hereby agrees to pay \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_) as rental for the leased parcel(s).

(b) Payment. The entire lease payment shall be due and payable in full on or before March 31, 2021.

4. **LIMITED COVENANT OF TITLE AND QUIET ENJOYMENT**. Lessor warrants that Lessor has full right and authority to enter into this Lease; and Lessor covenants that, for and during the term of this Lease, Lessor will not cause or suffer anything to be done which will impair Lessee’s Leasehold interest and rights hereunder. Provided, however, that Lessee takes its Leasehold interest subject to any easements of record, and that Lessor shall not be responsible for any hay destroyed by third parties exercising their rights under any easements of record.

5. **INSURANCE**. Lessee shall maintain liability insurance on the Leased Premises in the amount of $1,000,000.00, which policy shall name the Lessor as an additional insured.

6. **USE AND OBLIGATION OF LESSEE**. During the term of this Lease Lessee covenants and agrees to use the Leased Premises only for hay farming purposes; and

(a) Not to cut or allow any timber to be cut or cleared except to remove any trees which may fall on the fences or into the fields of the leased parcel;

(b) To remove baled hay from the leased parcel promptly after baling. Neither hay bales nor equipment shall be stored on the leased parcel;

(c) To leave the leased parcel in a “mowed off” state at the end of the haying season, normally by November 1st;

(d) Not to sublease the Leased Premises for any purposes whatsoever;

(e) No land currently in grass shall be plowed or cultivated and shall be kept mowed by Lessee;

(f) To not remove, nor allow anyone else to enter upon and remove from said premises, during the term of this Lease, any part or portion of the fences, buildings, fruit or other trees, shrubbery, machinery, implements or any improvements of any kind or nature whatever, which were upon the premises at the beginning of this Lease, to yield and deliver up said premises at the expiration of this Lease, in like condition as when received, together with all improvements that may be added thereto during said Lease by the said Lessor or Lessor’s authorized agent, reasonable use and wear thereof or damage by the elements excepted.

7. **OIL AND MINERAL RIGHTS**. All oil and mineral rights, if any, shall be reserved by Lessor.

8. **RIGHT OF ENTRY**. The Lessor reserves the right of Lessor’s agents, employees, or assigns to enter the farm at any time for purposes of consultation with the Lessee and to make repairs, improvements, and inspections. Lessor also reserves the right to enter the Leased Premises for educational purposes done in furtherance of Lessor’s institutional mission and for parcel maintenance, removal of weeds or other purposes as deemed reasonably necessary by Lessor.

9. **COORDINATION OF USE**. Lessee consents to coordinate its use of the Leased Premises for hay farming purposes with Lessor’s planned educational and extracurricular activities, so as not to disrupt the educational and institutional mission of Lessor.

10. **IMPROVING, CONSERVING AND MAINTAINING THE LEASED PARCEL**.

(a) General Maintenance. The Lessee will maintain the leased parcel during this tenancy in as good condition as at the beginning, normal wear and depreciation and damages from causes beyond the Lessee’s control excepted.

(b) Good Husbandry. The Lessee will operate the leased parcel in an efficient and husbandlike way, using agricultural practices and operations that will conserve the Lessor’s property.

(c) Waste. The Lessee will not commit waste on or damage to the leased parcel and will use due care to prevent others from so doing.

(d) Chemicals/Fertilizers. Lessee shall not use or apply any chemicals or fertilizer to the leased parcel without Lessor’s prior written consent.

(e) Maintenance of Improvements. The Lessee will keep the buildings, fences, and other improvements on the farm in as good repair and condition as they are when Lessee takes possession, and in as good repair and condition as they may be put during the term of the Lease, ordinary wear and tear, loss by fire, or unavoidable depreciation or destruction excepted.

(f) Conservation Practices. The Lessee will control soil erosion caused by Lessee as completely as practicable by contouring and by filling in or otherwise controlling small washes and ditches that may be formed.

(g) Conservation Structures. The Lessee will keep in good repair all terraces, open ditches, levees and inlets and outlets of tile drains, preserve all established watercourses or ditches including grass waterways.

11. **LESSOR’S RIGHT TO EARLY TERMINATION OF LEASE**. Lessee recognizes that Lessor may need to terminate the lease prior to its expiration date due to educational or other opportunities related to or in furtherance of Lessor’s institutional mission. Therefore, Lessor reserves the right to terminate the Lease upon 90 days’ written notice; provided, however, that in the event Lessor exercises this right, the prepaid cash rent shall be prorated to the date of termination.

12. **DEFAULT**. In the event Lessee defaults on the payment of the rent or part thereof, on the dates provided herein, or if the Lessee defaults in the performance or observance of any covenant or condition contained in this Lease to be performed by the Lessee, and such default continues for a period of ten (10) days after written notice from Lessor thereof, then Lessor shall have the option of terminating this Lease upon giving 30 days’ written notice, after which 30-day period Lessee hereby agrees upon written demand from Lessor to quit and surrender to the Lessor, or Lessor’s agent or representative the peaceful possession of the Leased Premises.

13. **ACREAGE**. Lessee agrees that the Lessor has advised Lessee that any statement by Lessor as to the acreage of the leased parcel is an estimate only. Lessee shall be solely responsible for verifying the exact acreage of the leased parcel. Provided however, the lease rent price shall be a lump sum amount and will not be based upon acreage.

14. **INDEMNIFICATION**. Lessee hereby agrees to indemnify and hold Lessor harmless from any damage to the leased parcel or for personal injuries (including specifically attorney fees) caused by Lessee or his agents during the term of this lease. This provision shall survive the termination of this lease.

15. **BINDING EFFECT**. The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors, or assigns, if assignment is permitted.

IN WITNESS WHEREOF, the parties have executed and delivered duplicate originals of this Lease on the day and year first above written.

**LESSOR**

MISSOURI WESTERN STATE UNIVERSITY

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LESSEE**