

Sugarbush Lease Agreement

Section I. Contracting Parties, Description of Property and Term of Lease

1. This lease is made between _____, here in after called the Landowner, and _____, here in after called the Renter(s).

2. The Landowner, in consideration of the agreements with the Renter(s) here in after set forth, hereby leases to the Renter(s), maple trees to use for tapping and the production of maple sap and the right to transport such sap to a processing location herein described on the

_____ farm in the town of _____, Vermont,
_____ County, Vermont.

3. Description of lands included in this lease. (Include acreage, boundaries, perhaps as described on the current Farm Services Agency map.)

4. This lease shall become effective on the first day of _____, 200 __, and shall continue in force until the last day of the month _____, 20____. The renter(s) shall have the option to renew for a period of _____ year (s) after the first lease period, provided that the Landowner has not given notice of cancellation for cause, at least six months prior to the end of the current lease. The renter(s) shall advise the Landowner of intent to renew this lease not less than six months prior to the end of said lease.

Section II. Land Use

Maple trees and the leased premises shall be maintained by the Renter (s) in their present condition, or improved, and the yield of sap maintained or increased by up to date methods of tapping, installation of tubing, or tree thinning as recommended by the County Forester of the Vermont Department of Forests, Parks and Recreation, UVM Extension or mutually approved consulting forester. Any costs incurred shall be paid by the renter(s).

The following practices are mutually agreed upon:

1. Guidelines for tapping maple trees, as developed by the Vermont Department of Forests, Parks and Recreation, are attached and shall be the standard for tapping on this property. Both the Landowner (s) and Renter (s) agree to this guideline and sign with their acceptance of this document.

2. Tap holes shall be made with tapping bits not greater than 7/16 inches in diameter for standard bucket tapping and those tap holes shall not be more than 2.5 inches deep. For new tubing installations or replacement tubing installations, taps shall be the so called "health spouts," or the small diameter spouts and shall not be drilled to a depth greater than two inches, including bark thickness.

3. Chemical sanitizers shall not be used, but proper practices to maintain tree health and reduce bacterial growth are encouraged.

4. Thinning of maple trees for sugarbush improvement may be carried out by the Renter(s),

providing that the sugarbush has been marked for thinning by a professional forester, as described above. Such professional forester shall be mutually agreed upon by both the Landowner(s) and Renter(s) and shall be paid for by the Renter(s).

5. Sugar wood harvesting shall be allowed, provided that such trees are marked by a professional forester. Firewood cutting for sale shall not be allowed. Logging for personal use or sale shall not be allowed, except by mutual written agreement between the Landowner(s) and Renter(s).

6. Vehicles for use in tubing or bucket installation or sap gathering such as tractors, sleds or trailers shall be operated with care so to prevent damage and scaring to the bases and roots of all trees.

Section III. Time and Amount of Payment

The Renter shall pay to the Landowner the sum _____ of per tap in year one;

Year two _____; Year three _____; Year four _____; and Year five _____.

Tap count is agreed to be _____, therefore the total amount due before adjustment is \$ _____. If the tap count is to be adjusted, payment for such adjustment shall be made with the second payment. The first half of such payment shall be made prior to the end of the calendar year (December 31), before the referenced sugaring season. The remaining half shall be paid upon the completion of the sugaring season, but not later than May 15 of said year. Deviations from this agreement, in reference to payment, shall be only with the mutual written agreement of both parties.

Section IV. Liability

The Renter(s) shall assume all responsibility and liability for accidents occurring to him or his employees and family members, or visitors, while engaged in the tapping of trees, gathering of sap, thinning, cutting and splitting of fire wood, and crossing of the Landowners land to get to or from the leased sugarbush. The Renter(s) shall obtain a premises liability policy covering the rented premises and shall provide a certificate of insurance, naming the Landowner as an additional insured, in an amount not less than \$500,000, not later than January 1 each year of the lease. Failure to provide said certificate of insurance shall be just cause for lease cancellation at the sole option of the Landowner.

The Renter(s) shall be responsible for suppressing forest fires which may start while he is working on this property, and shall maintain all roads or fences in the same or better condition than as the initial lease..

The Renter(s) shall watch for any evidence of insect, disease, or rodent damage which might occur on the area and shall advise the Landowner and County Forester of such damage.

Section V. The Landowner Agrees to:

1. Furnish the area described above and access to such area as described above, including the use of existing roads for the purposes of managing the leased area. The Landowner shall be responsible for maintaining easily identifiable boundaries.

2. Pay all taxes and assessments against the said property.

3. Keep cattle and sheep out of the area described above. Under no circumstances shall the sugarbush be pastured.

4. Include the provisions of this lease in any deed for sale of this land to another party so that it will be binding upon the new owner. The Renter(s) shall file a copy of this lease with the town

clerk.

5. In the event that the Landowner(s) should decide to sell the property, he shall offer the Renter(s) an option to purchase at the appraised or asking price and give the Renter(s) a period of 45 days to provide the Landowner notice his/her intent.

Section VI. The Renter(s) Agrees to:

1. Follow approved management practices for the development of existing young maple trees into trees of the size to harvest sap from and to protect these trees from damage.

2. Furnish all labor, equipment, supplies and all operational expenses unless use of the Landowner owned equipment is specified elsewhere in this agreement.

3. To replace any firewood already cut and ready for use in the sugaring process with firewood of equal value and in the same amount not later than June 1 of the contract year.

4. Neither assign or sublet any of the land or property covered in this lease to any other person or persons without the express written permission of the Landowner.

5. The Renter(s) agrees to maintain liability insurance as set forth in the provisions of Section IV.

6. Remove all spouts from the trees in a timely manner, but not later than May 15 of each year.

Section VII. Rights and Privileges:

The Landowner(s) or his designee shall have the right of entry at any time to inspect the property covered in this lease in respect to tapping, road maintenance, wood cutting or any other covered use of the property covered in this lease.

Section VIII. Enforcement of Agreements and Arbitration:

1. Failure of either party to comply with the agreements set forth in this lease shall make him/her liable for damages caused by such non-compliance. Any claim by either party for such damages shall be presented, in writing to the other party, at least 60 days before the termination of said lease.

2. If either or both parties of this lease die during the term of the lease, the provisions of this lease shall be binding upon the heirs, executors, and administrators.

3. Any disagreements between the Landowner and the Renter(s) shall be referred to an arbitration panel of three disinterested persons. One of whom shall be appointed by the Landowner, one by the Renter(s) and a third appointed by the two thus appointed. The decision of the arbitration panel shall be considered binding on the parties of this lease and enforceable by a court of law of competent jurisdiction. Any costs for such arbitration shall be shared equally by the Landowner and Renter(s).

Section IX. Other Agreements:

Any U.S.D.A. Farm Service Agency agreements or tax stabilization agreements with the town or state shall be respected and honored by both the parties of this lease.

Cost share payments received, during the term of this lease, from any Federal or State agency shall go to the party carrying out and paying for the work being done on the said leased property.

Section X. Signatures:

This lease is binding on all parties signing, before this witness, on this day:

_____ Date _____
Landowner

_____ Date _____
Landowner

_____ Date _____
Public Notary Witness

_____ Date _____
Renter

_____ Date _____
Renter

_____ Date _____
Public Notary Witness

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