

## Appendix 2F

### SAMPLE LEASE AGREEMENT

A full model lease agreement follows and includes conditions applicable in many situations.

THIS INDENTURE made (in duplicate) as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN:

[NAME OF LAND TRUST]  
(hereinafter called the Lessor of the FIRST PART)

-and-

[insert the name of the other party]  
hereinafter called the Lessee the SECOND PART

WHEREAS by agreement of purchase and sale dated the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_ and accepted on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_ (the "Agreement"), the Lessor agreed to purchase part of the lands owned by the Lessee situate in the Township of \_\_\_\_\_, in the County of \_\_\_\_\_ and being comprised of [insert legal description];

AND WHEREAS the Agreement provides that the Lessor shall lease to the Lessee part of the lands owned by the Lessor comprising [insert description of lands to be leased] (hereinafter referred to as the 'said Lands');

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter respectively reserved and contained on the part of the Lessee to be respectively paid, observed and performed, the Lessor hath demised and leased and by these presents doth demise and lease unto the Lessee part of the said Lands containing by admeasurement \_\_\_\_\_ (\_\_\_\_) acres, more or less, as more particularly outlined and illustrated in Schedule A annexed hereto (hereinafter referred to as the "demised premises");

TO HAVE AND TO HOLD the demised premises for and during the term of \_\_\_\_\_ (\_\_\_\_) years to be computed from the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_, and thenceforth next ensuing, and fully to be complete and ended on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

YIELDING AND PAYING therefor yearly during the said term unto the Lessor the sum of \_\_\_\_\_ DOLLARS of lawful money of Canada per acre, without any deduction, defalcation or abatement whatsoever in advance, the first of such annual payments to become due and be made on the date of execution hereof.

THE Lessee COVENANTS with the Lessor to pay rent.

AND to use the demised premises for agricultural and wildlife management purposes only. *[Given that there is broad scope for interpretation here, add considerable details, if possible, and relate the approved uses to the existing uses where appropriate. A list of prohibited or restricted activities could be added here, similar to those in a conservation easement.]*

AND to pay business goods and services and other taxes payable by it.

AND to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

AND to keep up fences.

AND to perform all statute labour.

AND not to cut down timber or trees of any kind whatsoever, except fallen or live trees whose branches interfere with the agricultural use of the demised premises;

AND that the Lessor may enter and view state of repair.

AND that the Lessee will repair according to notice in writing, reasonable wear and tear, damage by fire, lightning and tempest only excepted.

AND will not assign or sub-let without consent; and such consent may, notwithstanding any section of the *Landlord and Tenant Act* of the Province of Ontario, be arbitrarily refused by the Lessor in its sole and uncontrolled discretion.

AND will not carry on any business that shall be deemed a nuisance on the demised premises.

AND that he will leave the demised premises in good repair (reasonable wear and tear and damage by fire, lightning and tempest only excepted).

AND *[include any other terms that may be necessary]*

PROVIDED that the Lessee may remove his fixtures, if such removal may be and is done without injury to the demised premises.

AND the Lessor shall be responsible for payment of the realty taxes and carrying its own insurance policy against third-party liability and the Lessee shall be responsible for carrying its own crop, third-party liability and other insurance, it being understood that the Lessor shall in no way be responsible for any loss or damage which the Lessee may suffer as a result of his activities or otherwise on the demised premises.

AND the Lessee doth hereby further covenant and agree with the Lessor in manner following, that is to say: THAT the Lessee will during the said terms, cultivate, till, manure and employ such parts of the demised premises as are now or shall hereafter be brought under cultivation in a good farmer-like and proper manner, impoverish, depreciate or injure the soil, and will plough the lands in each year during the said term, and at the end of the said term will leave the said land so manured as aforesaid. AND will during the continuance of said term mow the grass along the fences and in the fence corners on the demised premises, keep down all noxious weeds and grasses, which shall grow upon the demised premises or on the side of the roads or highways adjacent thereto, and will not sow or permit to be sown any grain infected by smut or



