

**2024-2026 FARM LEASE - BALING  
CASH RENT**

This Lease entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, between the City of Wahoo, Saunders County, Nebraska, a political subdivision of the State of Nebraska, whose address is 605 North Broadway, Wahoo, Nebraska, 68066, hereinafter referred to as Owner and

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_,

hereinafter referred to as Tenant.

1. Property Description. The Owner hereby leases to the Tenant to occupy and use for agricultural purposes only, the following described property located in Saunders County, Nebraska:

(See property marked on the attached map, Exhibit A).

2. Term of Lease. The term of this Lease shall be for a term beginning March 1, 2024 and ending when the last hay crop of the 2026 growing season is removed from the field, immediately after baling (one year agreement).

3. Rental. The Tenant agrees to pay Owner rental as follows: \$\_\_\_\_\_ per ton within 20 days following baling. To determine tons of hay baled, the Tenant shall provide the following:

- a. Weigh ticket establishing the empty weight of hauling trailer, for each day of hauling,
- b. Weight ticket for each load with the loaded weight for each load,
- c. Total count of bales removed from the field.

4. Tenant agrees that:

- a. Tenant shall bear all crop expenses, including, but not limited to, seed, fertilizer, herbicides, insecticides, and all other miscellaneous crop expenses, including machinery costs and cost of harvesting crops.
- b. Tenant must receive, without exception, approval of any fertilizer, herbicide or pesticide to be applied to the area, whether organic or artificial, prior to the application. Approval shall not be unreasonably withheld by the City. Any application of any chemical prior to approval of the application by the City shall be grounds for termination of this lease.
- c. All equipment shall be immediately removed from the premises following use. All bales shall be removed immediately from the premises following baling. Bales may be stored at an agreed upon location at the site but must not remain on the field for any period of time and must be removed from the storage area immediately following baling. Violation of this lease provision may be grounds for termination of the lease. Any bales remaining on the field may become the possession of the City of Wahoo and can be disposed as the City sees fit.

- d. Owner shall pay Tenant for any damages caused by Owner to Tenant's property as a direct result of actions of Owner or Owner's employees or agents, including any damage caused to the clay cap cover of the former landfill.
  - e. Tenant shall provide current proof of insurance upon Owner's request.
5. It is mutually agreed between Owner and Tenant that:
- a. Should Tenant fail to pay rent as required or fail to comply with any other term, condition, covenant, or agreement contained herein, Owner may, at its option, cancel and terminate this Lease, and shall have the right to take immediate possession of the Property. Further, upon any default, all unpaid rent may be declared immediately due and payable, and all payments previously made will be retained as rent and liquidated damages. All costs any attorney fees incurred by Owner as a result of enforcing the terms of the Lease will be considered rent and shall be paid by Tenant.
  - b. Owner shall have the right to enter the Property, either in person, by employee, or by agent, at any reasonable time for the purpose of making repairs, improvements and inspections, mowing, surveying, obtaining soil samples and other related matters.

DATED this \_\_\_\_\_ of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor, City of Wahoo

\_\_\_\_\_, Tenant

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