

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

AGRICULTURAL LEASE

THIS LEASE is between **THE WASHINGTON DEPARTMENT OF FISH AND WILDLIFE**, hereinafter referred to as “**WDFW**” and, _____ whose address is _____, hereinafter referred to as “**THE LESSEE**”. WDFW grants the Lessee the right to use, in the manner prescribed herein, the agricultural lands described below located in the _____ Unit of the _____ Wildlife Area for and in consideration of the mutual benefits to be derived. Said lands are situated in _____ County, more particularly described as follows and in the attached Exhibit A:

Legal Description: Township _____ Range _____ W.M.,

For a total of ____ Acres Cropland m/l

THIS LEASE IS SUBJECT TO THE FOLLOWING MUTUALLY AGREED TERMS AND CONDITIONS:

1. **TERM:** The term of this lease shall be ____ years commencing _____ and terminating _____.
2. **PURPOSE OF LEASE:** The purpose of this lease is to produce food and cover for wildlife. WDFW manages the land for continued multi-purpose recreation. No attempts to discourage use of the land by wildlife or the public for wildlife related recreation shall be made. Lessee is granted the exclusive right to farm the above described croplands and agrees to do the following:
 - A. Furnish all labor, fertilizer, weed control, equipment and other appurtenants to farm said lands consistent with accepted principles and practices of good farm management according to local standards and generally in accordance with Soil Conservation standards.
 - B. Use mutually acceptable practices for seedbed preparation, seeding and weed control measures.
 - C. Lessee will perform regular fence maintenance as necessary to preserve the integrity of the existing fences. Any major restoration or replacement of any portion and /or all of the fences will be the responsibility of the WDFW.
 - D. Lessee will control noxious weeds. WDFW may provide lessee with prescription for weed management.
 - E. Lessee may provide other services as described in Exhibit D and may provide other services and supplies as mutually agreed in writing.
3. **RENTAL FEE:** The annual rental fee for this lease for _____ through _____ shall be annually paid in the amount of \$ _____.

In lieu of a cash fee, lessee may provide in-kind services and/or materials per WDFW specifications. An annual settlement will occur between November 1st and 15th each year. The Wildlife Area Manager must authorize all in-kind services and/or materials in advance in writing.
4. **RESERVATION OF USE OF PREMISES BY PUBLIC:** Lessee acknowledges that WDFW acquired the premises for recreational purposes and that the land shall be open at all times for lawful hunting, fishing and other recreational uses. WDFW reserves unto itself the right to make wildlife habitat developments on the premises to the extent that such developments do not reduce the cropland acreage.
5. **RESTRICTIONS OF USE OF PREMISES:**
 - A. The lessee will permit no waste upon the premises during the term of this lease.
 - B. No commercial use, unauthorized sale, or removal of any item or product from the premises will be permitted, other than products of the farming operations set forth in this lease.
 - C. Livestock grazing is not permitted on the lands under this lease.
 - D. The Lessee shall not expand the cropland acreage.
6. **COMPLIANCE - ALL AGENCIES AND LAWS:** Lessee shall comply with all applicable laws, rules and regulations, made thereunder by other agencies and government jurisdictions, in performing the work subject to this lease. No unlawful acts or activities shall be permitted on the premises by the Lessee, his agents, or licensees. All aspects of management and use of WDFW lands involved in this lease shall be under the immediate supervision of WDFW’s Regional Director or his/her authorized representative.
7. **ASSIGNMENT OF LEASE:** This lease shall not be assigned, sublet, or transferred in any manner without written approval from WDFW.

8. **HB 1309 ECOSYSTEM STANDARD:** This permit is subject to and complies with HB1309 Ecosystem Standards as required on State-owned agricultural and grazing land. A copy of said document is attached and by reference hereto is made a part of this permit.

9. **INDEMNITY:** The Lessee shall not hold WDFW and their successors or assigns, liable for any damages or injuries caused by the Lessee's exercise of the rights herein granted and the Lessee further agrees to indemnify and hold harmless WDFW, its agents and employees on account of damages or claims of damages by whomsoever made and of any nature whatsoever arising out of or in any manner connected with the rights herein described.

10. **CANCELLATION OF LEASE:** The Lessee may cancel this lease at any time during the term thereof. If Lessee elects to cancel before termination, he thereby waives all rights to his interest in any monies he has invested in farming, including labor and any future USDA payments of any kind. WDFW may cancel this lease without cause at the end of any crop year during the term of this lease by written notice to the Lessee. WDFW may cancel this lease for cause at any time during the term of this lease by written notice to the Lessee. Cause for cancellation by WDFW shall be failure by the Lessee to comply with any of the terms or conditions contained herein. In the event of cancellation by WDFW for cause, all rights of the Lessee under this lease shall cease and all investment in farming performed and future crops shall be forfeited as liquidated damages, without further process. WDFW also reserves the right to cancel this lease in the event the property as described herein is sold or traded. Should this lease be cancelled for any of the above reasons, Lessee shall release to WDFW their position in any USDA contracts or programs related to the above described property.

11. **SURRENDER OF THE PREMISES:** Upon cancellation or termination of this lease, Lessee agrees to immediately vacate and deliver up the premises to WDFW in a condition as good as, or better than, that which presently exists, reasonable wear and tear by the elements excepted. Any property of Lessee that remains upon the premises thirty (30) days after termination or cancellation of this lease shall become the property of WDFW without further process, or, at WDFW's option, may be removed by WDFW at Lessee's sole cost.

12. **LEASEHOLD EXCISE TAX:** This lease is/is not subject to the Statutes RCW 82.29A, 84.36.451 and 84.40.175 which obligates the lessee using public lands to pay a Leasehold Excise Tax of 12.84% on all lease fees. The Leasehold Excise Tax is subject to change by the Washington State Legislature.

13. **VENUE:** In the event of a lawsuit involving this lease, jurisdiction and venue shall be proper only in the State of Washington, Thurston County Superior Court.

14. **SEVERABILITY:** If any covenant or provision of this permit shall be adjudged void, such adjudication shall not affect the validity, obligation or performance of any other covenant or provision, or part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this lease.

15. **ENTIRE AGREEMENT/INTEGRATION:** This document contains the entire agreement between the parties, and no statement, promise, representation, inducement or agreement made by WDFW or its agents or employees that are not contained in this written agreement shall be valid, binding or enforceable. By signature below, the parties warrant that they have read and understood this instrument and agree to be bound by its term.

The parties hereto have executed this lease as below subscribed.

Date

Lessee

Date

Lessee

WASHINGTON DEPARTMENT OF FISH WILDLIFE

Date

Clay Sprague, Lands Division Manager