

TOWN FARM LEASE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2024, by and between The Mayor and Council Boonsboro, hereinafter referred to as "Landlord", and Tracy Thomas, hereinafter referred to as "Tenant".

WITNESSETH:

SECTION 1. DEMISED PREMISES AND RENTAL. That Landlord for and in consideration of the covenants and agreements hereinafter set forth and the rent hereinafter reserved, has, and does hereby lease portions of the property known as the "Town Farm", located in Boonsboro, Maryland and depicted on Exhibit A of this document unto said Tenant the space described as follows:

The initial term of the Lease shall be five (5) years (subject to the provisions hereof) commencing on the ____ day of _____, 2024, at and for the rent of Two-thousand eight hundred Dollars and Zero Cents (**\$2,800.00**) per year. The Tenant has the right to renew the Lease every 5 years at the end of each successive term provided that Six (6) months notice is given to the Landlord prior to the end of each successive five (5) year Lease. The Landlord has the right to renew the Lease every 5 years at the end of each successive term provided that Six (6) months notice is given to the Tenant prior to the end of each successive five (5) year Lease. The Landlord has the right to terminate the lease prior to the term, provided six months' notice is given to the Tenant. In the event that the Landlord terminates the lease while the Tenant has crops planted, the Landlord shall allow the Tenant to harvest those crops after the termination date of the lease.

SECTION 2. REAL ESTATE TAXES. The property is exempt from Real Property Taxes.

SECTION 3. PERSONAL PROPERTY TAXES. The Tenant shall be responsible for and pay all personal property taxes due on the demised premises.

SECTION 4. THE LANDLORD AGREES TO:

- a. Insure the premises as described herein.
- b. Make a reasonable effort to not destroy crops planted when accessing the property.

SECTION 5. THE TENANT AGREES TO:

- a. Follow the farming practices that are generally recommended by the Maryland Department of Agriculture and that are best adapted to this type of farm and for this locality unless other practices

- are mutually agreed upon.
- b. Furnish all labor, power, machinery, movable equipment for livestock and all operation and maintenance expenses therefore to operate the farm properly.
 - c. Furnish all labor and materials for the minor repair and the minor improvements of buildings, fences, and drains. The buildings, fences, and other improvements on the farm are to be kept in good repair as they were as of the date of the beginning of the initial term.
 - d. Haul to the farm, except when other arrangements are agreed to with the Landlord, any material provided by the Landlord for the minor repair or minor improvement of buildings, fences and drains and do all the necessary hauling on the farm at no expense to the Landlord.
 - e. Protect from leaching all manure made on the farm.
 - f. Cut the weeds, including noxious, in lots, fence rows, and along roads whenever necessary to prevent re-seeding. Mow permanent pastures at least once each year, and at the time when it is most effective to destroy weeds and other undesirable plants.
 - g. Follow generally recommended practices in plowing, planting, and cultivating to prevent excess loss of soil and water through sheet erosion. Take appropriate and prompt corrective action to stop the creation of gullies.
 - h. Cut no live trees and burn no cornstalks, straw, or other crop residues except by permission of the landlord.
 - i. Neither alter nor change any condition of the farm without prior approval of the landlord; and in the event any change or alteration is approved, Tenant agrees to return the farm to substantially its original state upon termination of the lease.

SECTION 6. SUBLETTING AND ASSIGNMENT. Tenant will not sublet demised premises or any part thereof, or transfer possession or occupancy thereof to any person, firm or corporation or transfer or assign this Lease without the prior written consent of Landlord, nor shall any subletting or assignment hereof be effected by operation of law or otherwise than by the prior written consent of Landlord. In the event that the Landlord consents to the subletting or assignment of the demised premises the Tenant shall remain fully liable and obligated under all the terms, conditions, and provisions of this Lease.

SECTION 7. FIRE INSURANCE. Tenant will not do or permit to be done in the demised premises, or the building of which they form a part, or bring or keep anything therein, which shall

in any way increase the rate of fire or other insurance in said building, or on the property kept therein, or obstruct, or interfere with the rights of other Tenants, or in any way, injure or annoy them, or those having business with them, or conflict with them, or conflict with the fire laws or regulations or with any insurance policy upon said building or any part thereof, or with any statutes, rules or regulations enacted or established by the Federal Government or by the State, City or County in which the subject property is located.

SECTION 8. LIABILITY INSURANCE. The Town currently maintains liability insurance on the leased premises. The Town shall continue to provide public liability insurance in the amount of the existing coverage. The Tenant shall be responsible for insuring its personal property on the premises.

SECTION 9. RIGHTS AND PRIVILEGES. The Landlord or any person designated by him shall have the right of entry at any time and for any purpose not inconsistent with the rights of the Tenant under this lease, and also, including but not limited to, access to the area of the farm not included in the leased area by the Tenant and hunting on the Town farm premises.

10. TENANT'S AGREEMENT.

(a) Tenant agrees to hold Landlord, harmless and indemnified from all loss, damage, liability, or expense incurred, suffered, or claimed by any person whomsoever by reason of Tenant's neglect or use of the premises or of anything therein or by reason of any injury, loss, or damage to any person or property upon the premises not caused by the negligence of Landlord. Tenant shall at all times during the term hereof keep in force at its own expense public liability insurance in companies acceptable to Landlord both Landlord and Tenant, with minimum limits of One Million Thousand Dollars (\$1,000,000.00) on account of bodily injuries to or death of one person, and One Million Dollars (\$1,000,000.00) on account of bodily injuries to or death of more than one person as the result of any one accident or disaster, and One Hundred Thousand Dollars (\$100,000.00) on account of damage to property, and Tenant will further deposit the policy or policies of such insurance or certificates thereof with Landlord.

11. ELECTRICAL EQUIPMENT. Tenant shall not install any equipment which will or may necessitate any changes, replacement, or additions to or require the use of additional water, plumbing, heating, air conditioning or electrical systems without the prior written consent of the Landlord.

12. ACCESS. Tenant further agrees that it will allow Landlord, its agents, or employees, to enter the demised

premises at all reasonable times to examine, inspect or to protect the same or prevent damage or injury to the same.

13. ILLEGAL USE. Tenant will not use or permit demised premises or any part thereof to be used for any disorderly, unlawful, or extra hazardous purpose not for any other purpose than hereinbefore specified.

14. PERSONAL PROPERTY. Landlord shall not be liable for any damage to any property, or person, at any time in demised premises, or the building of which they are a part, from steam, gases, or electricity, or from water, rain, or snow, whether they may leak into, issue or flow from water, rain, or snow, whether they may leak into, issue or flow from, any part of said building, or from the pipes, or heating or air conditioning apparatus of the same, or from any other place. Tenant shall give Landlord prompt notice of any accident to or defect in the pipes, heating or air conditioning apparatus, or electric wires or systems in order that the same may be remedied by Landlord.

15. LIABILITY. Landlord assumes no liability or responsibility whatever with respect to the conduct and operation of the business to be conducted in demised premises nor for any loss or damage of whatsoever kind or by whomsoever caused, to personal property, documents, records, monies, business interruption loss, loss of profits or goods of Tenant or to anyone in or about premises, however caused or whether due in whole or in part to acts of negligence on the part of Landlord, its agents or servants, whether such acts be active or passive and Tenant agrees to hold Landlord harmless against all such claims.

16. UTILITIES. Tenant shall be responsible for all utilities.

17. DAMAGE BY FIRE OR CASUALTY.

(a) If the demised premises shall be destroyed or damaged, from whatsoever cause, so as to render them unfit for the purposes for which leased, and if it is reasonably possible to repair such destruction or damage within ninety (90) days, then Tenant shall not be entitled to surrender possession of the demised premises without the prior written consent of Landlord, but Landlord shall proceed to repair the destruction or damage with all reasonable speed and shall complete the same within ninety (90) days.

(b) If the demised premises shall be destroyed or damaged, from whatsoever cause, so as to render them unfit for the purposes for which leased, and if it is not at all reasonably possible to repair such destruction or damage within ninety (90) days, then each party shall have the option, by written notice given to the other within fifteen (15) days after

such destruction or damage, to terminate this Lease as of eight (8) days after the giving of such notice, in which event Tenant shall be granted a proportionate rebate and deduction from the rental payments made and to be made hereunder for the period subsequent to said termination and, if such option is not exercised, Landlord shall proceed to repair the destruction or damage with all reasonable speed.

(c) In the event of any damage or destruction to which the above provisions are applicable, Tenant shall be granted a proportionate rebate and deduction from the rental payment made and to be made hereunder, for the period from the date of such damage or destruction until said premises are ready for occupancy by Tenant or until termination of this Lease, corresponding to the portion of the demised premises with respect to which Tenant is deprived of normal occupancy and use.

18. NOTICES. All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail. Notices to the respective parties shall be addressed as follows:

If to Landlord:

If to Tenant:

Town of Boonsboro
Attn: Town Manager
21 North Main Street
Boonsboro MD 21713-1016

Tracy Thomas
7249 Monroe Road
Boonsboro, MD 21713

Either party may, by like written notice, designate a new address and/or addresses to which such notices shall be directed.

19. NO WAIVER. That no waiver of any breach of any covenant, condition, or agreement herein contained shall operate as a waiver of the covenant, condition, or agreement itself, or of any subsequent breach thereof.

All of the foregoing covenants of Tenant shall be in force without demand or notice during said term and for such further time as Tenant or any person or persons claiming under Tenant shall hold the demised premises.

20. SUCCESSORS. It is agreed that all rights, remedies, and liabilities herein given to or imposed upon either party hereto, shall extend to their respective successors, executors, administrators, and assigns.

21. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable. the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances

other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this Lease shall be valid and enforced to the fullest permitted by law.

IN WITNESS WHEREOF, Landlord has set its hand and seal.

IN WITNESS WHEREOF, Tenant has set its hand and seal.

WITNESS/ATTEST:

Landlord:

Bryan Wachtel, Town Clerk

The Mayor and Council of Boonsboro
Howard W. Long, Mayor

Tenant:

Witness

Tracy Thomas

Mail to:

Bryan Wachtel, Town Clerk
Town of Boonsboro
21 North Main Street
Boonsboro, MD 21713