

FARM RENTAL AGREEMENT

This Agreement made and entered into this 12th day of JANUARY, 2021 by and between **ELLA'S FARM, LLC, and Ohio limited liability company** (hereinafter referred to as "Lessor") and **ROBERT A. BUMGARDNER**, (hereinafter referred to as "Lessee").

WITNESSETH: That Lessor, in consideration of the terms and conditions hereinafter mentioned to be kept by the Lessee, does hereby rent to Lessee the following described land consisting of approximately 334.34 tillable acres, situated in Madison County, Ohio:

Madison County parcel number 15-00025.000, 870 Rosedale Plain City Rd., Pike Twp., including use of outbuildings and grain storage facilities, consisting of 5 grain bins, 3 barns and a shed, excluding the rental residence located on said premises.

NOW THEREFORE, the parties agree as follows:

I. Term. Lessor agrees to lease to Lessee the above-described property for a term of one (1) year from January 1, 2021 through fall crop harvest, but no later than December 31, 2021. At the end of the term, Lessee shall vacate the premises, excepting the use of grain storage bins, which he may use, without charge, until July 1, 2022, unless a subsequent lease is agreed upon.

II. Rental Payment Terms. Lessee agrees to pay to Lessor, as annual cash rent for said 334.34 acres, \$270.00 per acre for a total payment of \$90,271.80, payable as follows: \$45,135.90 due on March 1, 2021 and \$45,135.90 due on December 1, 2021.

Lessee shall have a five (5) day grace period within which to make the rent payment due hereunder and a late charge of \$1,000.00 will be due for any rent not paid timely or within the grace period.

III. Possession. Lessee shall continue possession of the subject property upon execution of this agreement.

IV. Improvements. Lessee shall not make improvements on the subject land during the term of this Rental Agreement without the written consent of the Lessor. Any improvements so made by Lessee shall revert back to the Lessor upon termination of this Rental Agreement. Lessor shall not be required to pay any consideration for any improvements which revert back to Lessor under the terms of this Article unless agreed upon by Lessor and Lessee in writing prior to the termination of this Agreement.

V. Lessee Obligations. The Lessee agrees to the following duties and obligations during the term of this Rental Agreement:

A. Lessee shall furnish all labor, power, machinery, seed, fertilizer and chemicals, and shall pay all operational and maintenance expenses which shall be necessary or appropriate in connection with the operation of the farm; shall make all decisions concerning participation in governmental programs; and shall determine crop rotation practices and soil and water conservation practices. Lessee shall carry adequate

liability insurance on his equipment and operations, and shall hold Lessor harmless from any liability arising from Lessee's farming operation.

- B. Lessee shall till, cultivate, and manage said property in a good and husbandlike manner and agrees to maintain said property at a minimum of its present fertility levels, in the soils analysis provided by the Lessee at the end of the 2018-2019 Farm Rental Agreement, as reflected on Exhibit A. The parties hereto acknowledge that the farm soils presently need lime, which is an expense of the Lessor, and Lessee shall provide a cost estimate for purchase and spreading of such lime.
- C. Lessee shall keep the premises free from brush, thistles, and other noxious weeds.
- D. Lessee shall permit Lessor or its agents to enter upon the premises at any reasonable time to examine the conditions of said premises, and Lessee shall also permit any successor Lessee to enter upon the premises for the purposes of plowing or seeding.
- E. Lessee shall use the premises for farming purposes only, and shall occupy and use the premises in a careful, safe, and proper manner.
- F. Lessee shall not assign this Rental Agreement without the written consent of Lessor, and will surrender and deliver said premises at the end of this term, in as good order and condition as the same is now, reasonable use and ordinary wear and tear accepted.

VI. Lessor's Obligations. Lessor shall pay all real estate taxes and assessments accruing against the premises. Lessor shall consent to, and cooperate with, Lessee's participation in any governmental farm programs or subsidies, and shall pay and deliver to Lessee, upon Lessor's receipt thereof, any farm program payments or subsidies which may be received by Lessor, the same to be and remain the property of the Lessee under this agreement. Further, as referenced above, Lessor shall be responsible for the expense of any lime required for farm soils or long-term land improvements during the term of this lease.

VII. Governmental Payments. The Lessee shall receive any FSA or any other type of governmental assistance payments that are available for the premises.


The parties hereto acknowledge that Lessee has no interest, duties, or responsibilities associated with the residential rental house located on the leased premises, which Lessor shall continue to manage in its independent discretion.

The provisions of this lease shall be binding upon the heirs, executors, administrators, and assigns of both Lessors and the Lessee in like manner as upon the original parties.

Rob Bumgardner

January 17, 2021 at 9:06 AM
Linda Kimbrough

IN WITNESS WHEREOF, the parties to this Rental Agreement have signed this agreement.



ELLA'S FARM, LLC, Lessor, by
Linda A. Kimbrough, Managing Member



ROBERT A. BUMGARDNER, Lessee



ELLA'S FARM, LLC, Lessor, by
Robert H. Kimbrough, Member