

# AGRICULTURAL LICENSE AGREEMENT

Distribution: Finance, Lansing, TSC, Tenant

MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE STATE OF MICHIGAN POLICIES PROHIBIT DISCRIMINATION AGAINST PERSONS BECAUSE OF RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, MARITAL OR FAMILIAL STATUS, OR DISABILITY IN THE SALE OR RENTAL OF PROPERTY.

It is hereby agreed that the Michigan Department of Transportation, hereinafter, "DEPARTMENT", does hereby license to \_\_\_\_\_, hereinafter "TENANT", whose address is \_\_\_\_\_, the agricultural land located at \_\_\_\_\_, and more particularly described in the attached description and sketch. This agreement allows the TENANT the agricultural use of said land for the purpose of planting, cultivation and harvest of the fields, orchards, crops and/or vineyards, subject to the conditions hereinafter provided.

### PAYMENT

TENANT agrees to pay \$ \_\_\_\_\_ for the term beginning \_\_\_\_\_ and ending \_\_\_\_\_. The bid deposit is payable at the time of signing of this agreement and the complete payment is due within thirty (30) days of notification of State Administrative Board approval. The maximum rental period shall not exceed five (5) years.

### OCCUPATION OF PREMISES

TENANT agrees not to rent, sublease or to allow use by any person other than those designated above as "TENANTS".

The parties mutually agree that this agreement is subject to the provision of Act 189 of 1953 as amended (Users of Tax Exempt Property).

Any building improvements or structures presently located on the property are excepted from the terms and conditions of the agreement and are not included as part of the rental agreement.

### TENANT'S DUTY TO MAINTAIN PREMISES

TENANT shall not plant any crops which require harvesting beyond \_\_\_\_\_ on these lands.

TENANT shall maintain, spray, control disease, and otherwise care for the fields, orchards, crops and/or vineyard lands in accordance with the State law, Department of Agriculture directives and county horticulture agent specifications.

TENANT shall not remove any timber or trees from these lands.

TENANT shall not enroll subject land in any subsidized Federal or State program without prior concurrence in writing from the Program and Property Management Unit, Michigan Department of Transportation.

TENANT will not store radioactive, toxic, inflammable or poisonous materials, explosives, or other dangerous or hazardous materials on the said premises and will not permit hazardous or unreasonably objectionable smoke, fumes, vapor, or odors to emit from the premises.

### INSPECTION OF PROPERTY BY OWNER

DEPARTMENT reserves the right to have their representatives enter upon the premises described above for the purpose of inspection. Such inspections are made for the government owner's own purposes and uses and shall not relieve the TENANT of its duties and obligations under the terms and this agreement.

TRACT NO.	SALE PRICE	BID DEPOSIT	BALANCE
CONTROL SECTION	PARCEL		JOB NO.

**NOTICE OF TERMINATION**

TENANT agrees to vacate the premises by the above written agreement ending date. The DEPARTMENT may, at its sole discretion and upon written notice to the TENANT, terminate or temporarily suspend this License Agreement. In event that the DEPARTMENT suspends the License Agreement, TENANT is aware damage may occur to the fields, orchards, crops and/or vineyard lands and the DEPARTMENT is not required to make repairs and will not be liable in any way for such damage.

TENANT understands and agrees when the TENANT vacates the premises either at will or at the request of the DEPARTMENT, the DEPARTMENT will not be obligated to provide, and the TENANT will not be entitled to receive, relocation assistance and benefits.

TENANT shall, before the expiration of this agreement, prepare for vacation of the premises by bringing it to a clean and sanitary condition.

**INDEMNIFICATION & LIABILITY INSURANCE**

The TENANT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the Michigan Department of Transportation and all officers, agents and employees thereof from any and all claims for injuries to, or death of, any and all persons, for loss of or damage to property, environmental damage, degradation, response and cleanup costs, and attorney fees or other related costs, arising out of, under, or by reason of this Agreement/Permit, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents or employees.

TENANT must provide liability insurance for said land in the amount of \$\_\_\_\_\_ with the Michigan Department of Transportation named as additional insured.

Any notice or other communication to the Department may be directed to the Michigan Department of Transportation, Program and Property Management Unit.

Although duly executed, this agreement will not be binding on the parties until accepted by the Department.

TENANT'S NAME		PHONE
TENANT'S SIGNATURE		DATE
ADDRESS		
CITY	STATE	ZIP

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

STATE OF MICHIGAN, COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By \_\_\_\_\_, MICHIGAN DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_, \_\_\_\_\_, MICHIGAN  
NOTARY PUBLIC COUNTY

\_\_\_\_\_  
COMMISSION EXPIRES