

FSA-2591 (03-13-12)	U.S. DEPARTMENT OF AGRICULTURE Farm Service Agency	Position 5
LEASE OF REAL PROPERTY		

PART A - GENERAL

1. Lessee's Name		3. Lessee's Address			
2. Lessee's SSN/TIN (9-digits)					
4. Effective date of Lease	5. Date lease ends	6. Security Deposit	7. Amount of lease \$	8. Frequency	9. Due Date

PART B - AGREEMENT

1. The United States of America, U.S. Department of Agriculture, acting through the Farm Service Agency (FSA) (Lessor) agrees to lease to the Lessee, and hereby leases to occupy/use, subject to redemption rights, if any, and the provisions set forth below, the property located at (a) _____

- in the County of (b) _____, State of (c) _____.
2. The Lessee will pay to the Lessor the rent set forth in cash, certified check, cashier's check, money order or personal check payable to the order of the "Farm Service Agency" at the following address:
3. The Lessee will be in default if Lessee fails to make a payment by the specified due date or violates any condition of this lease. If Lessee does not cure the default within 30 days of written notice to the Lessee at Lessee's address, the Lessor may terminate the lease.
4. If a security deposit is required, receipt is hereby acknowledged by the Lessor. The security deposit is to be held by Lessor as security for the full and faithful performance of all of the terms and conditions of the lease. Upon termination or expiration of this lease, the surrender of all keys to the Lessor and the vacating of the property by the Lessee, the Lessee shall be entitled to the return of the security deposit provided the property is vacated in as good condition as it was at the time it was first occupied by the Lessee, reasonable wear and tear excepted. Deductions may be made from the security deposit by the Lessor to reimburse Lessor for the cost of repairing or replacing property that may be broken, damaged, lost or missing. The security deposit is not an advance on the rental payment and Lessee may not deduct any portion of it from rent due the Lessor. The security deposit, less any deductions, will be refunded to the Lessee after the property has been vacated by the Lessee and inspected by Lessor. No interest shall accrue to the security deposit.
5. Utilities and operating expenses are not included in the rent and are the responsibility of the Lessee.
6. The property is leased in "as is" condition.
7. Should the property be destroyed or materially damaged during the period of this lease so as to render it wholly unfit for occupancy by unforeseen event not due to any fault of or neglect of Lessee, the lease shall be terminated and the Lessee shall be entitled to a credit or refund for the unexpired term of the lease for which payment has been made.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

8. The Lessor shall have the right of ingress and egress at all reasonable times over, across, and upon the property for inspection of the premises, for the prevention of soil erosion, pollution and control or the improvement of the property and the right to construct upon, repair, alter, drain, terrace, and ditch the land. Lessee hereby waives and releases any and all claims against the Lessor for any damages arising from any entry, operation, activity or inactivity by the Lessor on the property in the reasonable exercise of any of its rights.
9. Lessee agrees that the Lessee and Lessee's family and guests will refrain from causing or permitting any unnecessary loud noise from any source, including human voices, to emit from the premises and at all times a reasonable degree of quiet shall be maintained.
10. The Lessee shall maintain the premises in a clean, sanitary, safe, and satisfactory condition as at occupancy, reasonable wear and tear excepted. The Lessee shall not commit waste or permit waste to be committed on the leased property and the property will not be used for any purposes which are in violation of local ordinances or Federal or state regulations or statutes.
11. Without the written consent of the Lessor, the Lessee shall not demolish, alter, add to, or remove any buildings or structures on the property. No holes shall be drilled in the walls, woodwork or floors; no antenna shall be installed, and no painting or wall papering is permitted unless authorized in writing by the Lessor.
12. The Lessee waives all rights to make deductions and offsets from the rent for repair and improvements, unless the prior written approval of the Lessor is obtained. Any repairs, alterations, or improvements for leased premises undertaken by the Lessee without such prior written approval shall be deemed the voluntary acts of the Lessee.
13. Lessee agrees to pay Lessor the cost for repair of any damage to the property inflicted intentionally or inadvertently by Lessee or Lessee's guests.
14. Lessor does not and has no obligation to carry insurance on the property or its contents.
15. The leased premises shall not be sublet, in whole or in part, nor the lease assigned, voluntarily or otherwise. EXCEPTION: In the case of the death or incompetency of the Lessee, the lease may be assigned to the spouse upon the request and receipt of prior written consent of the Lessor.
16. The Lessee shall not use the property for the dumping or disposal of any chemical or other toxic/hazardous substances. Any chemical or hazardous substance brought onto the property for the purpose of controlling weeds or for agricultural uses must be used in strict compliance with the appropriate manufacturer's label and directions. All chemicals and hazardous substances must be removed by the lessee upon termination of the lease. The lessee will be held responsible for the clean-up of any chemical, hazardous or toxic substance that was caused in anyway by the lessee actions.
17. Upon the expiration or termination of this lease, and without further notice, the Lessee shall peaceably vacate and surrender possession of the property in as good condition as the property is now or shall be put during the term of the lease, reasonable wear and tear excepted. Upon failure of the Lessee to vacate and surrender possession of the property, the Lessee may remain in possession only as a tenant at the sufferance of the Lessor, who may immediately or at any time thereafter, reenter the property and remove all persons and property, either by summary dispossession proceedings or by any other suitable action or proceeding at law, or otherwise, without being liable for damage.
18. Any personal property belonging to the Lessee and left on the leased premises after termination or expiration of the lease may be disposed of by Lessor in any manner deemed proper and Lessor is hereby relieved of all liability of doing so.
19. Lessee hereby agrees to relieve and hold harmless Lessor and any of the Lessor's employees for any and all claims for damage to the Lessee's property and any and all liability that may occur in connection with this lease.
20. This lease is subject to FSA regulations at 7 C.F.R. Parts 766 and 767.
21. For leases other than Homestead Leases under 7 C.F.R. § 766.154, Lessor reserves the right to post the property with appropriate signs during the period of the lease, and Lessee will allow parties authorized by Lessor to visit and inspect the premises during the reasonable hours by appointment during the entire term of this lease.
22. For leases other than Homestead Leases under 7 C.F.R. § 766.154, the premises may be offered for sale at anytime and in the event of a sale, the lease may be transferred to the purchaser.
23. For leases other than Homestead Leases under 7 C.F.R. § 766.154, leases, this lease may be terminated by either party upon 30 days written notice to the other party. If the premises are sold, subject to the lease, the new owner may terminate this lease by giving 30 days notice to Lessee in the same manner, but in any event, the Lessee shall retain the right to harvest any existing crops.

24. For Homestead Leases under 7 C.F.R. § 766.154, Lessor gives to Lessee the option to purchase the real property described in this lease subject to the following conditions:
- (a) Lessee must not be in default under the terms of the lease and this lease must not have been terminated or cancelled at the time Lessee exercises the option.
 - (b) The Lessee may exercise the option to purchase at any time prior to the expiration of the Lease by delivering to the authorized FSA official a signed, written statement notifying FSA that the Lessee is exercising the option to purchase the property. Failure to exercise the option within the lease term will end Lessee's rights under the option to purchase.
 - (c) The purchase price for the leased property shall be the current fair market value of the leased property when the option is exercised as determined by an appraisal. The appraisal shall be made by an independent real estate appraiser selected by the Lessee from a least three appraisers approved by the Agency.

PART C - SPECIAL STIPULATIONS

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PART D - SIGNATURES

1. Lessee's Signature	2. Date
3. Authorized Agency Official Name	4. Authorized Agency Official Title
5. Signature of Authorized Agency Official Name	6. Date

PART E - FSA USE ONLY

1. Advice Number	2. Lease Type Code	3. Lessee Type Code
4. Lessee Relationship Code	5. Lessee Kind Code	6. OK Code

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 et. seq.). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0233. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. **RETURN THIS COMPLETED FORM TO THE LOCAL FSA OFFICE.***