



Pest control and fertilization will be the responsibility of the Operator. All applications of fertilizer or pesticides must be approved PRIOR to application by:

The Owners make no guarantee as to the volume, condition, or quality of the standing forage.

The use of any equipment or buildings which are the property of the Owners is not included in the terms of this Agreement.

4. PAYMENT. Payment is to be made in one payment due by: (date). Checks or money orders should be made out to: \_\_\_\_\_ and sent to: \_\_\_\_\_.

The Operator agrees to pay \$\_\_\_\_\_/acre for \_\_\_\_\_ acres for a total of \$\_\_\_\_\_ for the standing forage on the Real Estate described in Paragraph 1 and Paragraph 3.

OR

The Operator agrees to pay \$\_\_\_\_ per small square bale.

In the event the PAYMENT is not paid by the due date, interest shall be charged at the rate of 1%, beginning 30 days after the due date until paid.

5. OPERATOR DUTIES AND CONDITIONS. Operator agrees to:

Assume all liability for any damage or injury to persons or property, real or personal, resulting from the Operator's actions under this contract, and will hold Owners harmless from the same.

Pay the appraised value for unnecessary damage to the residual forage stand and shall pay for any damages which are the direct result of the Operator's actions.

Use the existing roadways and not construct or improve farm roads, access roads, or stacking and loading areas. Debris resulting from harvesting and transporting is to be disposed of by the Operator prior to termination of the Agreement. Operator shall repair damage to existing roads, fields, and fences to the approval of the Owners.

Comply with all local, state, and federal laws and regulations governing all activities related to the application of pesticides and commercial fertilizers, the cultivation of crops and the compliance thereof. Follow label directions in the handling and application of all chemicals used on the Real Estate, and follow all applicator's licensing requirements. Comply with local, state, and federal laws and regulations pertaining to potential groundwater contamination.

6. OPERATOR EXPENSES. All materials and services related to the growing, harvest, or transportation of the forage shall be supplied by the Operator. Agricultural products include, but are not limited to, fertilizer, seed, fuel, lime, pesticides.

7. INSURANCE. Purchaser must maintain worker's compensation insurance coverage for the farming operations and any and all employees engaged in operations on the Owners' land during the period of this Agreement regardless of any exemptions from coverage under chapter 102, Wis. Stats.

The purchaser agrees to maintain liability insurance coverage for the farming operations under this Agreement in the amount of no less than \$750,000.00.

Prior to commencement of any work during the period of the Purchase Agreement the Operator shall provide proof of insurance coverage on an original Certificate of Insurance, counter-signed by an insurer licensed to do business in Wisconsin naming the Owner as a Certificate Holder.

8. **RIGHT OF ENTRY AND INSPECTION.** The Owners' may enter the Real Estate at any reasonable time for the purpose of consulting with the Operator, viewing the property, making repairs or improvements, or for other reasonable purposes that do not interfere with the Operator's ability to carry out regular farming operations.

9. **TRANSFER OF INTEREST.** The Operator agrees not to lease or sublet any part of the Real Estate nor assign this Agreement to any other person, nor sublease any or all of the property described herein without prior written permission of the Owner. This Agreement shall be binding upon the heirs, assignees, or successors in interest of the Operator. If the Owner should sell or otherwise transfer title to the Real Estate, the Owner will do so subject to the provisions of this Agreement.

10. **NO PARTNERSHIP CREATED.** This purchase agreement shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent.

11. **INDEMNIFICATION.** The Operator agrees to protect, indemnify and save harmless the Owners and the Owners' employees and agents from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of operations under this Agreement or in connection with any action or omission of the Operator, who shall defend the Owners and the Owners' employees and agents in any cause of action or suit.

12. **INDEPENDENT CONTRACTOR.** The Operator is an independent contractor for all purposes, including worker's compensation, and not an employee or agent of the Owners. The Owners agree that the undersigned Operator shall have the sole control of the method, hours worked, time and manner of any normal operations necessary to grow an agricultural crop to be performed hereunder and takes no responsibility for supervision or direction of the performance of any of the operations to be performed by the undersigned Operator or of the Operator's employees except for the limited right of the Owners to cease operations for breach of this Agreement. The Owners further agree it will exercise no control over the selection and dismissal of the Operator's employees.

13. CHANGES IN AGREEMENT TERMS. The conduct, representation, or statement of either party, by act or omission, shall not be construed as a material alteration of this Agreement until such provision is reduced to writing and executed by both parties as an addendum to this Agreement.

It is further understood that both parties have read the terms and provisions of this Agreement and have agreed to abide by the terms and provisions herein.

14. SIGNATURES

_____	_____	_____
Operator Name	Operator Signature	Date

_____	_____	_____
Operator Name	Operator Signature	Date

_____	_____	_____
Owner Representative	Owner Signature	Date

_____	_____	_____
Owner Representative	Owner Signature	Date