**Sugarbush Lease Agreement**

**Section 1. Contracting Parties, Description of Property and Term of Lease:**

1. This leased is made between XXXXXXXXXXXXXXXX, hereinafter called the Landowners and XXXXXXXXXX, hereinafter called the Renter.
2. The Landowners, in consideration of the agreements with the Renter hereinafter set forth, hereby lease to the Renter maple trees to use for tapping and the production of maple sap, and the right to transport such sap to a processing location elsewhere from the said property described as:

XXXXXXXXXXXXXXXXX in the Province of Ontario, Canada.

1. The lands in this lease (sugar bush) is part of a the larger property owned by the Landowners and is bounded by Hwy XX and XX Rd and consists of approximately 10 acres. It is accessed by an access road off the XXXXXXXX Rd.
2. This lease will become effective the first day of XXXXXXXX and shall continue in force until the last day of XXXXXXXXXX. The Renter shall give the option to renew for a period of 2 years after the first lease period, and so on, provided that the Landowners have not given notice of cancellation for the cause, at least 6 months prior to the end of the current lease. The Renter shall advise the Landowners of intent to renew this lease not less than three months prior to the end of said lease.

**Section 2 Land Use:**

Maple trees and the leased premises shall be maintained by the Renter in their present condition or improved and the yield of sap maintained or increased by current or improved methods of tapping, installation of tubing or tree thinning as a result of installation routes. The present prescriptions laid out in the Managed Forest Plan will be adhered to by the Renter. Any of the above costs will be incurred by the Renter.

The following practices are mutually agreed upon:

1. Guidelines for tapping maple trees, as developed by the Province are attached and shall be the standard for tapping on this property. Any slight deviation will be discussed with the Landowners if applicable. Both the Landowners and the Renter agree to this guideline with their signed acceptance of this document.
2. Tapholes shall be made with a tapping bit not greater than 7/16 inches in diameter and shall not be more than 2.5 inches deep. The tubing installation proposed for this property shall use the health spout or small diameter spout(5/16) and shall not be drilled to a depth greater than 2 inches, including bark thickness.
3. Cleaning procedures of the tubing shall follow recommended guidelines used in the Maple Industry to maintain tree health and reduce bacterial growth. No chemicals of any kind will be used in the tap hole.
4. Incidental cutting of trees and brush will be permitted in the installation of the maple tubing pipeline to allow for proper erection of the tubing. Trees and branches that fall on the pipeline throughout the year can be removed by the Renter
5. Vehicles for use in the installment of the pipeline shall be operated with care to prevent damage and scarring to the bases and roots of trees.
6. The Renter will have access to the sugarbush during March, April and October,November of each year to repair, tap and collect the sap. At other times the Renters will inform the Landowners by phone or message that the Renters desire access to the said property.

**Section 3 Time and Amount of Payment:**

The Renter shall pay to the Landowners the sum of XX cents per tap per year and three gallons of maple syrup in the container of choice to be provided to the Landowner. Payment shall be made at the end of “sugaring” season, but not later than May 15. Any deviations from this agreement in regards to payment, shall be only with the written agreement of both parties.

**Section 4 Liability:**

The Renter shall assume all responsibility and liability for all personal accidents, including those to himself, employees, family members, or visitors while engaged in the tapping of trees, gathering of sap, cutting of incidental wood and crossing the Landowner’s land. The Renter shall obtain a premises liability policy covering the rented premises and shall provide a certificate of insurance for an amount of $2000,000.

The Renter shall watch for any evidence of insect, disease, rodent, environmental, or other damage that might occur on the area and shall advise the Landowners of such damage.

**Section 5 The Landowners Agree To:**

1. Furnish the area described above and access to such area as described above, including the use of existing roads for the purposes of managing the leased area. The Landowners shall be responsible for maintaining easily identifiable boundaries.
2. Pay all taxes and assessments against the said property
3. Keep cattle and sheep out of the area described above.
4. Include the provisions of this lease in any deed for sale of this land to another party so that it will be binding on the new owner.
5. Maintain the current FSC certification standard.

**Section 6 The Renter Agrees to:**

1. Follow approved management practices for the development of existing young maple trees into trees the size from which to harvest sap and to protect those trees from damage
2. Furnish all labor, equipment, supplies and all operational expenses unless the Landowners owned equipment is used for other purposes.
3. Neither assign nor sublet any of the land or property covered in this lease to any other person or persons without the express written permission of the Landowners
4. Maintain liability insurance as set forth in Section 4
5. Remove all spouts from the trees in a timely manner, but not later than May 15 of any given year.

**Section 7 Rights and Privileges:**

The Landowners and his/her designee shall have the right of entry at any time to inspect the property covered in this lease with respect to tapping, road maintenance, wood cutting, recreational use, or any other use of the property covered in this lease. Recreational use by the Landowner is a paramount priority and will take precedence over any other commercial activity.

The Landowners will identify road passage areas where they desire non permanent pipeline to ease travel through.

**Section 8 Arbitration:**

1. Failure of either party to comply with the agreements sent forth in this lease will make him/her liable for damages caused by such non compliance. A verbal discussion in advance is preferred to rectify the situation. If not resolved, any claim by either party for such damages shall be presented in writing to the other party at least 60 days before the termination of said lease.
2. If either or both parties of this lease die during the term of this lease, the provisions of this lease shall be binding upon the heirs executors, and administrators.
3. Any disagreements between the Landowners(s) and the Renter shall be referred to arbitration panel of three disinterested persons—one of whom shall be appointed by the Landowner, one by the Renter, and a third appointed by the two thus appointed. The decision of the arbitration panel shall be considered binding of the parties of this lease and enforceable by a court of law of competent jurisdiction. Any costs for such arbitration shared be shared equally by the Landowners(s) and Renter.

**Section 9 Other Agreements:**

The principles and objectives outlined in the Managed Forest Plan on this said land will be honored by both parties of this lease.

The principles and objectives outlined in the Forest Stewardship Certification agreement on this said land will be honored by both parties of this lease.

Cost share payments received during the term of this lease from any Federal or Provincial agency shall go to the party carrying out the work on said leased property.

**Section 10 Signatures:**

This lease is signed in good faith and is binding on all parties signing, on this day

Landowner\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_

Landowner\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_

Renter\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_

Attach: Tapping Guidelines

Tree Diameter Number of taps

(inches/cm)

9-15/23-38 1

15-20/38-50 2

20+/63+ 3(never more)