March 14, 2022

RE: L-     :

(     )

Dear      :

This letter (the “Agreement”), when accepted by you, will serve as the agreement between       (the “Landlord”), and Regents of the University of Minnesota (the “University”), a Minnesota constitutional corporation, by the University’s      , providing for the use of       (     ) acres in       Township,       County, Minnesota, which is described on the attached Exhibit A (the “Premises”), in accordance with the following terms and conditions:

**1.** The University will have exclusive use of the Premises during the period beginning on       and ending on       (the “Rental Period”).

**2.** The University is granted       (     ) successive option(s) of one (1) year each to continue this Agreement on the same terms and conditions as specified in this Agreement, provided University notifies Landlord, in writing, of its intent to renew this Agreement at least thirty (30) days prior to the expiration of the then-current term.

**3.** The University will use the Premises for      .

**4.** The University will pay rent for the use of these Premises in the amount of       and   /100 dollars ($     ) per acre per year for the Rental Period. Rent includes all costs resulting from the use of or otherwise attributable to the Premises, including taxes and special assessments.

**5.** Each party agrees to hold the other party harmless and indemnify it from liability for claims for bodily injury and property damage occurring on or about the Premises to the extent such injury or damage is caused by the negligent or wrongful act or omission of that party, its agents, employees, or representatives.

5.1 Each party will be responsible for and defend and indemnify the other party against all costs, losses and/or damages resulting from its release(s) or spill(s) of herbicides.

5.2 The University is in no way responsible for the condition of the Premises prior to the beginning of the Rental Period.

5.3 The University will follow all applicable regulatory requirements of the Minnesota Pollution Control Agency, Minnesota Department of Agriculture, Minnesota Department of Health, Environmental Protection Agency, and Occupational Safety and Health Administration, consistent with the protection of human health and the environment.

5.4 The University’s indemnification obligations under this Agreement are subject to the limitations of the Minnesota Tort Claims Act, Minn. Stat. Sec. 3.736, and other applicable law.

**6.** The Landlord warrants and affirms it has full power and lawful authority to enter into this Agreement.

**7.** The University will not assign this Agreement or sublet the Premises without the prior written consent of the Landlord, which will not be unreasonably withheld or delayed. Landlord may assign this Agreement provided that no assignment will release Landlord or its assignees from its obligations under this Agreement without University’s consent.

**8.** It is the intention of the University and Landlord to enter into a lease and not a partnership agreement.

Please confirm your agreement of the above terms and conditions by signing and returning the enclosed copy of this Agreement. Upon receipt, payment for this Agreement will be requisitioned and mailed to you in the amount of       and   /100 dollars ($     ) for the Rental Period. If the Rental Period is extended pursuant to paragraph 2 above, annual rent will be paid on or before       in subsequent renewal periods. Please understand that the payment process can take up to a month from our receipt of a fully executed copy of this Agreement.

If you have any questions, please contact       at the department phone number       or me at      . Thank you.

Sincerely,

Received and Confirmed:

By:

Name:

Date:

**EXHIBIT A**

**Premises**