

**Red Earth Farms Community Land Trust
Resident Lease Agreement**

Residents may ask the REFCLT membership for permission to occupy unleased REFCLT land on a trial basis. This piece of land is hereafter referred to as a Resident Leasehold. In exchange for this privilege Residents agree to the following conditions.

1. The conditions of this agreement terminate on _____.
2. Location and boundaries of the Resident Leasehold shall be determined by the REFCLT membership, and a written description provided by REFCLT shall accompany this agreement.
3. In return for the occupancy and use of the Resident Leasehold, the Residents agree to supply a five hundred dollar (\$500) deposit that may be refunded upon termination of this agreement provided that the Resident Leasehold is remediated to the satisfaction of the REFCLT membership.
4. Residents of a Resident Leasehold agree to pay a ten dollar (\$10) monthly land use fee per Resident.
5. Residents shall safeguard the premises against damage, waste, or trespass, and shall hold harmless REFCLT from any liability or loss thus incurred.
6. Residents shall use the Resident Leasehold in a socially responsible manner, causing no real harm and creating no serious nuisances to neighbors. Residents shall take responsibility for the use of the Leasehold by family members, guests, and visitors, and shall make them aware of the spirit, intent, and appropriate terms of this agreement.
7. Residents agree to secure written consent from REFCLT for any uses which are possibly inconsistent with the purposes, conditions and restrictions of this agreement.
8. Residents shall not initiate actions on the Resident Leasehold which affect the air, water, soil, or sound environment of this or other Leaseholds, except as given in writing by REFCLT.
9. Residents shall not make any changes to the Resident Leasehold including but not limited to felling/planting trees, construction of buildings, earthworks such as ponds and drains, and agricultural establishment such as gardens and fields, except as given in writing by REFCLT.
10. Residents shall defend, indemnify and hold harmless REFCLT and its officers, directors, employees, agents, parent, subsidiaries and other affiliates, from and against any and all damages, costs, liability, and expense, whatsoever (including attorneys' fees and related disbursements) incurred by reason of (a) the death or injury to any individual, or damage to or loss of REFCLT property or the property of REFCLT members due to the negligence and/or willful acts of Residents or Residents guest(s); (b) any wrongful act or omission by Residents or their guest(s), whether or not the same constitutes a breach of this Agreement, including but not limited to those acts or omissions which are considered tortious, discriminatory or otherwise unlawful under any applicable law; or (c) any breach by Residents of any representation, warranty, or covenant under this Agreement.
11. Access:
 - A. Residents shall not deny reasonable access to persons on foot, with carts, on bicycle, or any form of human propelled vehicles, hereafter referred to as Human Traffic, across the Resident Leaseholds. Residents shall be required to provide access across or through any modifications they make to the Resident Leasehold if requested to by REFCLT. The locations of paths for Human Traffic shall be designated by REFCLT.

B. All traffic other than Human Traffic across Leaseholds shall be restricted to roads and easements designated by REFCLT.

12. Termination of Resident Leasehold

A. Upon termination of the Resident Lease Agreement, Residents are responsible for selling or removing personally owned property and improvements as well as remediating the Resident Leasehold to the satisfaction of the REFCLT membership.

B. If and when notice of termination of this Resident Lease Agreement is made, the Residents shall make every effort to sell or remove property and leave the Resident Leasehold without damaging or defacing the Resident Leasehold in any way. During this time, all provisions of this agreement shall remain in effect.

C. If the Resident Lease Agreement is terminated for any reason, Residents agree to vacate the Resident Leasehold within thirty (30) days, with the provisions of this agreement still in effect during this time. Residents should be aware that failure to comply may result in legal action.

D. REFCLT will not be liable to prosecution for damage for taking any of the above actions.

Signed

Date

REFCLT Representative
