

STATE OF NORTH CAROLINA

COUNTY OF WAKE

Revised: April 2012

PVQE LAND RENTAL AGREEMENT

FOR PEANUTS _____
OTHER CROPS _____

THIS CROP AGREEMENT made and entered into as of the date last written below by and between _____, FSA Farm No. _____, located at _____ in _____ County, North Carolina, (“hereinafter designated as “Cooperator”), and the STATE OF NORTH CAROLINA, (hereinafter designated as “Renter”), with North Carolina State University (NC State), of which the North Carolina Agricultural Research Service (NCARS) and the North Carolina Cooperative Extension Service (NCCES) are units, being the State Agency responsible under this Agreement.

WITNESSETH:

THAT WHEREAS, authority to approve and execute this crop agreement was delegated to the Board of Trustees of North Carolina State University by the Department of Administration on November 30, 1981; and further delegated by the Board of Trustees to the Vice Chancellor for Finance and Business or his appointed representative on November 9, 1985; and,

WHEREAS, the parties hereto have mutually agreed to the terms of this crop agreement as hereinafter set out,

NOW, THEREFORE, in consideration of the conditions and reimbursements hereinafter set forth, and the Cooperator does hereby make available the land and services described in the following sections:

THE TERMS AND CONDITIONS OF THIS CROP AGREEMENT ARE AS FOLLOWS:

1. General Provisions: As a supplement to work carried out on research stations owned or leased by the State of North Carolina, this agreement is entered into for the purpose of conducting studies under conditions not otherwise available. It is understood that this agreement is for a period of one year only from date of this agreement.

The Cooperator in making this agreement shall not subcontract to a third party in the production of the crop, without approval in writing from the NCARS. The Cooperator further certifies that he/she is not an employee of NC State, the North Carolina Department of Agriculture and Consumer Services, or the USDA Farm Service Agency (FSA) and is not a relative of the Project Supervisor, or of any individuals supervised by the Project Supervisor, or of any County Extension personnel connected with this project. The Cooperator is an independent contractor and, by virtue of this

agreement, does not become an agent or employee of the State of North Carolina. The Cooperator further certifies that the conservation provisions of the Food, Conservation, and Energy Act of 2008 are met in order to receive USDA benefits.

2. Nature of Studies: _____

3. The Cooperator Agrees to:

- a. Furnish approximately _____ acres of land for _____ as selected and agreed upon in consultation with representatives of the North Carolina Agriculture Research Service and/or North Carolina Cooperative Extension Service.
- b. Maintain this experimental crop apart from the remainder of his/her crop.
- c. Follow instructions set forth and agreed upon for this field trial.
- d. Allow renter right of entry to inspect crop throughout entire process during said term free from the adverse claims of any person.
- e. Other: _____
_____.

4. The North Carolina Agricultural Research Service and/or the North Carolina Cooperative Extension Service Agrees to:

- a. Furnish the plans and instructions for carrying out this field trial.
- b. Be responsible for obtaining records as desired.
- c. Other: _____

_____.

5. Compensation of Cooperator:

- a. For Peanuts. The Cooperator will be reimbursed for his/her contributions as follows:

One of the following two methods will be used for computing compensation:

- 1) \$200.00/acre rental

2) As a function of yield loss due to the destructive nature of the test where:

Yave = average farm yield/acre for last 5 years

Ytest = average yield/acre of test area*

A = acres in test

SP = contract price for peanuts the current season

Compensation (dollars) = (Yave – Ytest) x A x SP

*Yield reductions in test can be due to disease related losses, peanuts destroyed, alleys, etc.

b. Other Crops. The Cooperator will be reimbursed for his/her contributions as follows:

c. Time of Compensation. The Cooperator will receive compensation or payment when he/she completes all obligations under this agreement.

6. Disposition of Crop and Proceeds from Sale of Crop: Crops which have been treated with chemicals not registered for use on the crops will be destroyed. Crops produced in excess of the quantity required by the PVQE Program may be marketed by the Cooperator, unless otherwise indicated as follows:

7. Both Parties agree that the failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties.

8. Renter is not authorized to make any permanent improvement on rented property. Any permanent improvement, such as test facilities, related to this research/demonstration project made by the Project Supervisor on or adjacent to land covered by this agreement must be authorized in a separate written agreement.

9. Liability by the State of North Carolina for personal injury and property damage is limited to State tort claim liability as set out in Article 31, Chapter 143 of the North Carolina General Statutes.

10. Cooperator shall indemnify and hold harmless NC State, its trustees, officers, employees and agents from and against any claims arising out of Cooperator's performance of this Agreement.

11. If NC State provides any data to Cooperator pursuant to this Agreement then Cooperator shall preserve and maintain the data for a period of three (3) years or as indicated in a litigation hold letter

issued by NC State, to fulfill NC State's obligations under the North Carolina Public Records Act and under the Federal and North Carolina Rules of Civil Procedure. Cooperator shall immediately preserve and maintain data (and any generated email correspondence) upon NC State's request or upon notice of litigation or audit and further Cooperator shall make available all data that NC State may specify within the time limits required.

12. Other Terms and Conditions:

IN TESTIMONY WHEREOF, the Cooperator has caused this Agreement to be duly executed, and the State of North Carolina has caused this instrument to be executed in its name by the Director of Real Estate, North Carolina State University by virtue of the power and authority aforesaid, all as of the day and year last written below.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

COOPERATOR

NORTH CAROLINA STATE UNIVERSITY

Name: _____
Date: _____

Name: _____
Project Supervisor
Date: _____

Name: _____
Department Head
Date: _____

Name: _____
Associate Dean and Director, North Carolina
Cooperative Extension Service
Date: _____

OR

Name: _____
Associate Dean and Director, North Carolina
Agricultural Research Service or Appointed
Representative
Date: _____

Name: _____
Director of Real Estate or Appointed Representative
Date: _____