

The following Harvard Law School Mississippi Delta Project sample lease and instructions are excerpted from the Mississippi Farmers Markets: A Legal and Business Guide. Here is a link to the full version: <https://www.chlpi.org/wp-content/uploads/2013/12/Legal-Manual-2011-Update-FORMATTED.pdf>



Health Law and Policy Clinic of
Harvard Law School



Mississippi Farmers Markets

A Legal and Business Guide

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Land Use – Leasing or Permissive Use

In order to make sure that your market will have a consistent place to operate, it is important to make sure you have permission to use the land on which your market operates. There are two types of use that markets should know about – Lease Agreements and Permissive Use.

I. Lease Agreements

Your landlord may require that you sign a lease agreement. If you are paying rent, you should insist on a written lease agreement. We have put together a model agreement, attached as Appendix A, which can be used to lease a plot of land for your market. You should feel free to make changes to the model lease so that it makes sense for your particular market. Below are instructions for filling out the lease.

Instructions for Model Lease Agreement

1. In the first blank space, write the name of your market (your market is the “lessee”). For example, you could write “Cleveland Farmers Market.”
2. In the second blank space, write the name of the organization that is leasing you the land. This could be a city, such as “The City of Leland” or it could be a private organization, such as “Viking Range Corporation.” This is the “lessor.”
3. In the third blank, you should describe the piece of land being leased. For example, this could be “The south-western corner of the parking lot of Walmart.” Make your description as detailed as possible.
4. For the Market Season, write the start date and end date of the market season each year.
5. For the Market Days, list the days that the market will be open each week. For example “Wednesdays and Saturdays.”
6. For the Market Hours, list the times that the market will be open on the days that it is operating.
7. If you are not paying any rent for the land, you can delete the provision on the Market Fee, otherwise fill in the rental price.
8. For Sections I and II, delete anything that does not make sense for your particular agreement.
9. In Section III #1, write the number of years that you expect this lease to be valid, with the specific desired start and end date.
10. If there are other things that you expect to be provided, include them in the agreement.
11. Make sure you have one representative of appropriate authority from each party sign the agreement and make a copy for each party.
12. If the lease is from the city, make sure the lease is (a) approved by a majority vote of the Board of Aldermen or City Council, and (b) recorded in its Minutes.

II. Permissive Use

If your market is located on city property, your city may be reluctant to sign a written lease agreement. That is okay. Just make sure that the city’s Board of Aldermen or City Council (a) approves, by majority vote, your market’s use of the property, and (b) records the approval in its Minutes.

Appendix A: Sample Lease Agreement

MEMORANDUM OF AGREEMENT

This agreement is entered into and executed by _____, herein referred to as Lessee, and _____, herein referred to as Lessor, for the purpose of securing a space for Lessee to operate a farmers market on Lessor's property;

Whereas the Market Location, owned by Lessor, is located at _____.

Whereas the Market Season (the lease period) shall be from _____ until _____ and special market weekends may be scheduled with consent of both parties;

Whereas the Market Days shall be _____ each week during the Lease Period;

Whereas the Market Hours shall be between the times of _____ and _____;

Whereas the Market Fee, payable by Lessee to Lessor, shall be \$_____, paid weekly/biweekly/monthly.

Now, therefore, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties have agreed to the following:

Section I: Lessee shall:

1. Supply, set up, and take down the equipment used at the market.
2. Administrate the financial and record-keeping aspects of running the market.
3. Timely pay the Market Fee.
4. Supply personnel to set up, manage, and clean the market area.

Section II: Lessor shall:

1. Keep the leased premises reasonably safe.
2. Allow access to the Market Location to farmers/vendors, market managers, and to the public. Such access shall be permitted before and after Market Hours for farmers/vendors and market managers to set up and take down the market.
3. Permit reasonable adjustments to the Market Season, Market Days, and Market Hours if Lessee chooses to extend or shorten the market season, days, or hours based on weather or other considerations.
4. Allow public use of Lessor's dumpsters, restrooms, electrical outlets, and other facilities.

Section III: Lessee and Lessor agree that:

1. The term of this agreement shall be ____ year(s), beginning _____ and ending on _____ . It may be extended or revised with the consent of both parties.
2. Both parties will promote and advertise the market before and during its season, at their discretion.
3. Notwithstanding any other provisions of this agreement, if funds anticipated for continued fulfillment of the agreement are, at any time, not forthcoming or insufficient, then both parties shall have the right to amend or terminate this agreement without penalty by giving the other party not less than thirty (30) days' written notice.
4. If either party fails to fulfill its obligations under this agreement in a timely and proper manner or if either party violates any terms of this agreement, the aggrieved party shall have the right to terminate this agreement and withhold further services by giving the other party not less than thirty (30) days' written notice.

WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

By: _____ Date: _____

Position & Organization: _____

By: _____ Date: _____

Position & Organization: _____