

AES Project # \_\_\_\_\_

1. This agreement is the result of a mutual desire by \_\_\_\_\_ (hereinafter referred to as the Cooperator or Lessor) and the \_\_\_\_\_ Department of the North Dakota Agricultural Experiment Station as Lessee to conduct experimental agricultural research on lands owned or operated by the Cooperator.

2. The research to be conducted by the Agricultural Experiment Station is part of a project to \_\_\_\_\_ and it is understood by both the Agricultural Experiment Station and the cooperator that the experimental materials, procedures, and equipment involved may present a hazard to property or persons in the area. Specific activities of an inherently dangerous nature that may be performed will be made known to the Cooperator and are as follows:

3. The land upon which the research will be conducted consists of approximately \_\_\_\_\_ acres located in the \_\_\_\_\_ of Section \_\_\_\_\_, Township \_\_\_\_\_ N., Range \_\_\_\_\_ W., in \_\_\_\_\_ County of North Dakota. By this agreement, the Cooperator indicates consent to the use of this land for the activities described in item No. 2 during the time specified in item No. 4. The Cooperator also grants permission to the Agricultural Experiment Station to use the following access routes during this time across other land owned or operated by the Cooperator and to erect an information sign on the land used if the research is of a demonstrational nature:

4. This agreement shall be in force from \_\_\_\_\_ through \_\_\_\_\_ and may be renewed by mutual agreement of both parties. If perennial crops/weeds are involved and the agreed use is for consecutive years, the agreement/lease may be terminated by either party upon notice by March 1 for the crop year following March 1. This agreement may be terminated prior to the specified termination date under any of the following conditions:
a. Upon the mutual consent of both parties hereto.
b. At the close of the calendar year following the date of sale of the land by the Cooperator, his heirs, executors administrators or assigns.
c. By failure of the Agricultural Experiment Station to make the rental payment(s) as specified.
d. At the end of a state biennial fiscal period, if the legislature has not appropriated sufficient funds for the rental payment.

5. In exchange for this cooperation, the Agricultural Experiment Station will limit its activities to those described and consent to above, and pay the Cooperator \$ \_\_\_\_\_ per acre per year for the use of the land described in item No. 3 above or a total of \$ \_\_\_\_\_ during the period of this agreement. The payment will be made to the Cooperator at the address listed above on or before the termination of the Agreement.

6. Approval and execution:

Cooperator:

Signature \_\_\_\_\_ Date \_\_\_\_\_

North Dakota Agricultural Experiment Station:

Project Leader \_\_\_\_\_ Date \_\_\_\_\_

Department Chair \_\_\_\_\_ Date \_\_\_\_\_

Vice President for Agricultural Affairs \_\_\_\_\_ Date \_\_\_\_\_

Purchasing Department \_\_\_\_\_ Date \_\_\_\_\_

Prepare copies for
• Lessor
• Department
• Agricultural Experiment Station
• Purchasing Department
A fully executed agreement or lease must accompany payment.