

# **PROPERTY AGREEMENT TEMPLATES**

## **TEMPLATE DESCRIPTIONS:**

### **RENTAL PROPERTY OWNER LEASE AGREEMENT TEMPLATE**

Submit this form only if you are renting or leasing ground or facilities in which to grow industrial hemp. A separate form is required for each growing location that you do not own. This information is required to insure the property owner understands that the department has the right of access to the property and facilities for three years following the end of the project, as well as the level of involvement they may have in the project. An Owner Lease Agreement is required for all rental/lease properties even if industrial hemp was grown at the same location before. The final permit issued will only list locations covered by signed Owner Lease Agreements or Owned Property Statements.

### **OWNED PROPERTY STATEMENT**

Submit this form only if you own the ground or facilities where industrial hemp is to be grown. A separate form is required for each growing location you list on your application. If there are multiple individuals as part of an LLC or other partnership listed as owners of growing locations, each partner must submit a separate form. This information is required to insure the property owner understands the department has the right of access to the property and facilities for three years following the end of the project, as well as the level of involvement they may have in the project. An Owner Property Statement is needed even if industrial hemp was grown at the same location before. The final permit issued will only list locations covered by signed Owner Lease Agreements or Owned Property Statements.

**2019 Industrial Hemp Program - Pennsylvania**

**RENTAL PROPERTY OWNER LEASE AGREEMENT**

Land leasing/rental agreement addendum.

I \_\_\_\_\_, owner of lands located at \_\_\_\_\_

\_\_\_\_\_, hereby grant employees of the Pennsylvania Department of Agriculture access to my property/facilities during normal business hours for inspections and sampling to determine the presence of industrial hemp plants grown as part of Industrial Hemp Permit and for three (3) years following the last hemp planting on any lands/facilities rented/leased to \_\_\_\_\_, holder of a Permit issued by the Department of Agriculture, to grow Industrial Hemp.

The purpose of these inspections will be to determine the presence of any industrial hemp plants or parts thereof at this location. I understand that the department employees may inspect these lands/facilities not only during the period while they are covered by the lease/rental agreement but also for a period of three (3) years following the termination of the use of these lands/facilities as a growing location for industrial hemp.

I understand that any industrial hemp plants found growing on my property following the end of the permitted project must be destroyed prior to flowering and that allowing industrial hemp plants to grow in areas not covered by a current valid Permit issued by the Department of Agriculture is a violation permit requirements. I also understand the cost of destruction of any industrial hemp plants found will be the responsibility and at the expense of the lease holder or the land owner.

I understand that persons who are involved in the planting, cultivation, maintenance, and harvesting, or in any other direct capacity with the approved industrial hemp project cannot have a felony drug conviction within the last 10 years and must be listed on the permit issued by the Department of Agriculture. These requirements do not apply for persons whose only involvement or interest in the project is leasing of property to the permit holder.

The terms of this lease addendum must be conveyed in any future leases or sales of this property/facility for a period of three (3) years from the termination of the permit issued by the Department of Agriculture allowing industrial hemp to be grown at this location.

\_\_\_\_\_, \_\_\_\_\_ /\_\_\_\_\_/20\_\_\_\_  
(Signature of Land/Facility Owner) (Title) (Date)

\_\_\_\_\_  
(Printed Name of Land/Facility Owner)

\_\_\_\_\_, \_\_\_\_\_ /\_\_\_\_\_/20\_\_\_\_  
(Signature of Land/Facility Leaser) (Title) (Date)

\_\_\_\_\_  
(Printed Name of Land/Facility Leaser)

2019 Industrial Hemp Program - Pennsylvania

PROPERTY OWNER AGREEMENT (PROJECT PARTICIPANT)

Owned Land/Facilities addendum.

I \_\_\_\_\_, a project participant and owner of lands located at \_\_\_\_\_

\_\_\_\_\_, hereby grant employees of the Pennsylvania Department of Agriculture access to my property/facilities during normal business hours for inspections and sampling to determine the presence of industrial hemp plants grown as part of Industrial Hemp Permit and for three (3) years following the termination of the permit on any lands/facilities used to grow Industrial Hemp.

The purpose of these inspections will be to determine the presence of any industrial hemp plants or parts thereof at this location. I understand that the department employees may inspect these lands/facilities not only during the period while they are covered by the Permit but also for a period of three (3) years following the termination of the use of these lands/facilities as a growing location for industrial hemp.

I understand that any industrial hemp plants found growing on my property following the end of the permitted project, must be destroyed prior to flowering and that allowing industrial hemp plants to grow in areas not covered by a current valid Permit issued by the Department of Agriculture is a violation. I also understand that the cost of destruction of any industrial hemp plants found will be my responsibility.

I understand that persons who are involved in the planting, cultivation, maintenance, and harvesting, or in any other direct capacity with the approved industrial hemp project cannot have a felony drug conviction within the last 10 years and must be listed on the permit issued by the Department of Agriculture. These requirements do not apply for persons whose only involvement or interest in the project is leasing of property to the permit holder.

The terms of this lease addendum must be conveyed in any future leases or sales of this property/facility for a period of three (3) years from the termination of the permit issued by the Department of Agriculture allowing industrial hemp to be grown at this location.

\_\_\_\_\_, \_\_\_\_\_ /\_\_\_\_\_/20\_\_\_\_\_  
(Signature of Land/Facility Owner) (Title) (Date)

\_\_\_\_\_  
(Printed Name of Land/Facility Owner)