



Agricultural Commissioner's Office
Weights & Measures ■ County of Santa Barbara

**Sample Farm Lease Agreement
For Purposes of Complying with 3 CCR § 1392.9.2.**

Note: Pursuant to 3 CCR § 1392.9.2, Direct Marketing- Requirements for Farm Leases, a notarized copy of the signatures must accompany this document.

I, _____,
(Property Owner's or Property Operator's full name)

Hereby lease _____
(Enter dimensions of the leased property, i.e. the area size or percent of property to be leased. For example, if only 2.0 Acres will be used for agriculture, write 2.0 Acres; if 100% will be used, then write 100%; etc.)

Of my property described as _____
and presently used as _____

And located at:
ADDRESS: _____

CITY: _____ **STATE** CALIFORNIA **ZIP CODE** _____

APN # _____ to _____
(Full name of Lessee/Tenant)

_____ assumes all financial risks associated with producing agricultural products, pursuant to 3 CCR § 1392.9.2(c)(1).

The cost of the Lease shall be \$ _____ per _____, beginning on _____ and ending on _____.
(Date lease commences) *(Date lease terminates)*

Signed by,

(Signature of Property Owner or Property Operator) *Date* _____

(Signature of Lessee/Tenant) *Date* _____



October 20, 2017

Dear Certified Producer,

The purpose of this letter is to inform you that we will be requiring all certified producers who lease land to provide the Department with a notarized lease agreement. The purpose of this requirement is to ensure the integrity of the Certified Farmer's Market Program as described in and required by 3 California Code of Regulations § 1392.9.2. This requirement does not apply to certified producers who own the land on which they farm. Attached is a sample lease agreement that you may use. However, any written lease agreement that contains the requirements below will be accepted:

- A clear ,concise, and accurate description of the leased property including:
 - Present use of the leased property;
 - Dimensions of the leased property;
 - Location (street address or nearest cross roads); and
 - Assessor's Parcel Number (APN)
- The purchase price (cost) of the lease;
- The beginning and end date of the agreement; and
- Notarized signatures of all parties involved. The signatures on the agreement must be notarized by a notary public at the time of signing by all parties to the lease.

New Certified Producers must have a notarized lease agreement before obtaining a certificate. Certified Producers with an existing certificate have 60 days from the date of their renewal to obtain and provide the Department the notarized lease agreement. Failure to do so may affect the status of your certificate.

If your certificate expires in...	The lease agreement is due by the end of...
November 2017	January 2018
December 2017	February 2018
January 2018	March 2018
February 2018	April 2018
March 2018	May 2018
April 2018	June 2018
May 2018	July 2018
June 2018	August 2018
July 2018	September 2018
August 2018	October 2018
September 2018	November 2018
October 2017	December 2017

Please note that any change in the terms of the provided lease agreement must be reported to the Department immediately and may invalidate a certified producer's certificate issued. (3 CCR § 1392.9.2(d).)

If you have any questions, please contact:

Santa Maria – Lottie Martin 805.934.6200 lmartin@co.santa-barbara.ca.us

Santa Barbara – Stephanie Stark 805.681.5600 sstark@co.santa-barbara.ca.us

Sincerely,

A handwritten signature in cursive script that reads "C Fisher".

Cathy Fisher, Agricultural Commissioner

Attachment: Sample Lease Agreement

CCR 1392.9.2 Direct Marketing, Requirements for Farm Leases

Title 3. Food and Agriculture

Division 3. Economics

Chapter 1. Fruit and Vegetable Standardization

Subchapter 4. Fresh Fruits, Nuts and Vegetables

Article 6.5. Direct Marketing (Refs & Annos)

3 CCR § 1392.9.2

§ 1392.9.2. Direct Marketing. Requirements for Farm Leases.

(a) Every person or entity who enters into a farm lease with another person(s) or entity and who applies for a certified producer's certificate under such agreement shall provide the issuing agricultural commissioner, at the time of application, with a copy of the current written lease agreement which shall contain the following:

(1) A clear and concise accurate description of the leased property. The description shall include the present use of the property, the dimensions of the leased property and the location; and

(2) The purchase price (cost) of the lease; and

(3) The date of the agreement and the signatures of all parties involved; and

(4) A guarantee of the signatures on the agreement by a notary public executed at the time of signing by all parties. The notarized signatures on the agreement of all executing the agreement.

(b) Notwithstanding the above, an enforcing officer representing the Department or agricultural commissioner may request such additional documentation as is reasonably necessary to show that the conditions of this article are being met.

(c) To qualify for a certified producer's certificate, the person applying for the certificate shall:

(1) Assume all financial risks associated with producing agricultural products; and

(2) Enter into the agreement prior to planting of annual and biannual crops; and

(3) Enter into the agreement prior to or within 30 days after preparing perennial field crops for the subsequent cropping pattern (e.g., prior to the fern stage of asparagus or prior to cut back of artichokes), and

(4) Enter into the agreement prior to bloom of tree and vine crops, and

(5) Perform agricultural production upon the land which is the subject of the agreement.

(d) Any change in the terms of this agreement shall invalidate a certified producer's certificate issued under such terms. Any such change shall be reported immediately and all embossed copies of certificates issued to the partnership shall be surrendered to the issuing agricultural commissioner.

Note: Authority cited: Sections 407, 42682, 47000, 47002, 47003 and 47004, Food and Agricultural Code. Reference: Section 42941, Food and Agricultural Code.