

BID PROPOSAL

THIS BID made this _____ day of _____, 2025, by
with an address of _____,
Pennsylvania, hereinafter referred to as the "Bidder."

NOW, THEREFORE, intending to be legally bound hereby, the Bidder agrees as follows:

- 1. Bidder hereby agrees to pay a rental of \$ _____ per acre per month for the rental of the Properties identified as Lancaster County Tax Account No. 090-34203-0-0000 and 090-38448-0-0000 for agricultural purposes.
- 2. I acknowledge that I have included bid security in the amount of one (1) month's rentor \$ _____ [monthly rental per acre from above x 8 acres] with this bid.
- 3. I agree that I will pay such rental [check as applicable]:
 - on the first day of each month
 - in full upon acceptance of this proposal
 - one half upon acceptance of this proposal and one half on or before October 1, 2019.
- 4. I acknowledge that I will be bound by the terms attached hereto as Exhibit "A" concerning the use of the Property if I am the successful bidder.

IN WITNESS WHEREOF, Bidder has executed this Bid on the day and year first written above.

(Individual or Husband and Wife Bidder)

(SEAL)

(Signature of Individual)

(SEAL)

(Signature of Spouse if Husband and Wife are Co-Bidders)

(Partnership Bidder*)

(Name of Partnership)

Witness:

By: _____
Partner

By: _____
Partner

By: _____
Partner

*All Partners must execute this Bid Proposal

(Corporation Bidder)

(Name of Corporation)

Attest: _____

By: _____

(Assistant) Secretary (Vice) President or
**Authorized Representative

[CORPORATE SEAL]

**Attach appropriate proof, dated as of the same date as the Bid Proposal, evidencing authority to execute on behalf of the corporation.

EXHIBIT A

1. This Lease shall extend from acceptance of the Bid to when the winter crop is removed in June of 2028.
2. During the term of this Lease, Bidder shall be permitted to farm the Property and harvest all crops on the Property. Bidder shall conduct all of Bidder's activities in accordance with the following requirements:
 - a. Bidder, if required to do so by state regulations, shall prepare and obtain approval of a soil erosion plan and shall at all times comply with the approved soil erosion plan.
 - b. If Bidder will apply manure to the Property, Bidder shall prepare and obtain approval of a Nutrient Management Plan. Such Nutrient Management Plan shall, at a minimum, require that any nutrients applied to the soil shall be turned over not later than 48 hours after application. Bidder shall at all times comply with the Nutrient Management Plan.
 - c. Bidder shall use the Property only for the growing and harvesting of crops.
 - d. Bidder shall furnish all seed, labor, machinery, and chemicals and shall plant, raise, cultivate, and harvest all crops grown on the Property at Bidder's sole cost and expense.
 - e. Bidder shall cultivate the Property in a good and husband like manner in accordance with the best methods of cultivation practiced in Lancaster County, Pennsylvania.
 - f. Bidder shall comply with all applicable statutes, rules, regulations and ordinances relating to the use of the Property.
 - g. Bidder shall not deposit or store any hazardous waste upon the Property.
 - h. Bidder shall not commit or permit to be committed any waste of the Property.
 - i. Bidder shall not sublet the Property, or any portion of the Property, or assign this Lease, or any portion of or interest in this Lease without the prior, express and written consent of the Township. It is expressly agreed that any subletting, assignment, or assignment for the benefit of creditors of the Bidder, or any sale of this Lease or any interest in this Lease by Bidder, whether voluntary or involuntary, shall constitute a termination of this Lease.

- j. Should Bidder fail in any manner to comply with any of the terms, covenants, and conditions of this Lease to be kept and/or performed by Bidder, or should Bidder by any act or negligence or carelessness, or through any act of commission or omission, permit or suffer to be permitted damage to the Property in any substantial manner, the Township may notify Bidder of such default. In the event that Bidder shall fail to immediately take proper steps to remedy the default, then the Township may terminate this Lease and take possession of the Property without the necessity of giving further notice. The notice required by this paragraph shall be in writing and shall be sent by certified mail, return receipt requested, and first class mail to Bidder's address set forth above.
- k. The failure of either party to this Lease to insist on the performance of any of the terms and conditions of this Lease, or the waiver of any breach of any of the terms and conditions of this Lease, shall not be construed as subsequently waiving any such terms or conditions. All terms and conditions of this Lease shall continue and remain in full force and effect as if no forbearance or waiver had occurred.
- l. It is understood and agreed that Bidder is an independent contractor and shall not be considered an employee of the Township for any purpose whatsoever.
- m. It is expressly agreed that this Lease is one of lease and not of partnership, and the Township shall not be or become responsible for any debts of Bidder.
- n. The Township reserves the right to enter upon the Property at reasonable and proper times for the purpose of inspecting the Property.
- o. It is understood and agreed that this Agreement sets forth all of the promises, agreements, conditions and understandings between the Township and Bidder, and no alteration, change or addition to this Agreement shall be binding upon the Township or Bidder unless reduced to writing and signed by both parties.
- p. This contract can be extended for an additional 2 years, until June 2030 if both parties feel this is acceptable.

