

AES Project # _____

1. This agreement is the result of a mutual desire by _____ (hereinafter referred to as the Cooperator or Lessor) 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:

[Empty box for specific activities]

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:

[Empty box for access routes]

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. By signing this agreement, the Cooperator agrees that it will abide by all federal laws and implementing regulations which prohibit discrimination on the bases of race, color, national origin, age, disability, and sex, as provided for by Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990.

7. 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 _____