

# Introduction to the Farmland Commons Model

## Introduction

**NAME OF 501(c)(2)/(25)** has adopted the Farmland Commons Model from The Farmers Land Trust. The Farmers Land Trust created this model to ensure farmers are acknowledged and compensated for the substantial relationship they build with the land they farm. The model is based on the following values (in no specific order and not every Farmland Commons will embody all values):

## Farmland Commons

1. Decommodification and transitioning of farmland into community control in the form of community led Farmland Commons.
2. Making farmland accessible to all, regardless of race, gender, or socioeconomic status, while acknowledging and aiming to address the specific injustices inflicted on communities that historically have been displaced and excluded from land access.
3. Recognizing that humans are only one species in a network of life, and that Farmland Commons help address balancing the needs of humans and the rest of the ecosystem.

## Food Sovereignty and Community Control

1. Supporting local food systems through providing communities, schools, organizations, businesses, and aligned farms with the financial and legal resources to acquire and hold farmland.
2. Advancing a democratic model of land governance that places control of the land in the hands of communities and small farmers.
3. Combatting corporate land consolidation through permanently removing land from the marketplace.

## Long-term, Affordable Land Access

1. Providing long-term land security for farmers, ranchers, and stewards in the form of low-cost 99-year equitable leases.
2. Freeing farmers from the burden of rent and high-rate mortgages, and enabling communities to prioritize building a liveable future.

## Ecological Stewardship

1. Protecting human and non-human health through ensuring that chemical-free, or organic, or biodynamic, or regenerative agriculture practices takes place on land held in the Farmland Commons.
2. Prioritizing land projects that use agroecological and Biodynamic growing practices.
3. Building climate resilience through supporting regenerative methods such as cover-cropping, rotational grazing, crop rotations and composting.

## **Regenerative and Reparative Investment**

1. Investing in the future of the earth through financing pollinator habitat design and implementation, improving existing farm infrastructure, building new farm infrastructure, and investing in renewable and clean energy sources.
2. Repairing historical injustices through investing in land access for communities that historically have been displaced and excluded from land ownership.

## **Decolonization and Reparations**

1. Acknowledging the historic and ongoing harm of settler colonialism and the violent displacement of Indigenous people from their lands.
2. Recognizing the historical and current leadership of Black and Indigenous land stewards in articulating, and championing community land ownership.
3. Seeking to repair historical injustice and inequities in land ownership through expanding community land ownership and the Commons into communities otherwise barred from access to farmland.

Based on these values, The Farmers Land Trust has developed the following shared agreements to incorporate into our final lease, the Commons bylaws and any other document governing the relationship between the various stakeholders.

# Shared Agreements for Governance and Equity Practices

## Introduction

Before working towards a lease agreement, [NAME OF 501(c)(2)/(25)] believes it's important to be in alignment on the Governance and Equity Practices. The following covenants<sup>1</sup> will be incorporated into a final lease (the “Lease”) and associated Management Plan as defined below between [NAME OF 501(c)(2)/(25)] and FARMER and act as the foundation for governance and equity practices:

## Governance

- 1. Decisions about the LAND will be made by the Board of Directors for [NAME OF 501(c)(2)/(25)] (the “Board”). FARMER will be a member of the Board and/or the Farmer-led Affinity Group of the Board.**

<b>Legal Language</b>	<b>Plain Language</b>
The Board is the identified decision-making committee in which all prior approvals and/or review under this Lease will be submitted. In addition, upon entering this Lease, FARMER commits to joining one the following as applicable: (a) the Farmer-led Affinity Group of the Board (as defined in the Commons Bylaws) or (b) the Board for the length of the Lease.	<b>Decisions about the LAND will be made by the Board FARMER agrees to participate as a member of the relevant decision making body.</b>

- 2. The COMMONS will create and provide support for the “Management Plan” to address the ongoing and dynamic obligations of the COMMONS and FARMER during the**

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<sup>1</sup> A covenant is a legal promise.

**Lease term. FARMER will play an active role in developing the Management Plan, including building out periods of rest for the FARMER.**

Legal Language	Plain Language
<p>"<b>Management Plan</b>" means a mutually agreed upon agreement that addresses the uses permitted and obligations established by the Lease, including agriculture, storage, management objectives, forest, habitat, soil testing, and principles described in the Lease. The Management Plan will be produced within 3 years of entering into the Lease.</p>	<p><b>The Management Plan is a dynamic, living document that can be changed and addresses practices on the LAND. It will be created within 3 years of beginning the Lease.</b></p>
<p>At all times, the LAND will be maintained in "<b>Active Agricultural, Ecosystem and Agroecological Stewardship</b>" as generally defined below. FARMER and the COMMONS will define this term in the Management Plan as it specifically applies to FARMER, which shall include grace periods to support personal, climate, and business considerations.</p>	<p><b>The Management Plan will include terms around ecological stewardship requirements and FARMER sabbaticals and/or a break from farming.</b></p>
<p>"<b>Active Agricultural, Ecosystem and Agroecological Stewardship</b>" means the broadest possible definition of agriculture including without limitation: production of feed, forage, grains, vegetables, fruit, and non-timber forest products; animal husbandry; and related agricultural purposes that support land and/or community health</p>	<p><b>FARMER must engage in at least one of or all activities related to Active Agriculture, Ecosystem Stewardship, and/or Agroecology as well as for community</b></p>

including agritourism, agri-education, land restoration, and soil improvement.	<b>activities related to farming/ranching.</b>
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**3. The COMMONS will remain an active stakeholder and participant in the Management Plan.**

<b>Legal Language</b>	<b>Plain Language</b>
FARMER and the COMMONS shall reach an agreement regarding soil testing requirements in the Management Plan. Such agreements might address issues including without limitation: type(s) of soil testing to be carried out, events that trigger soil testing requirements, the COMMONS’s right to request soil samples, regular intervals for soil testing, and maintenance reports to be provided to the COMMONS.	<b>The FARMER and COMMONS will work together on the Management Plan to include soil testing and other land management processes/requirements.</b>

**4. Base Rent and any increases in rent will be addressed in the Management Plan.**

<b>Legal Language</b>	<b>Plain Language</b>
The FARMER and COMMONS shall devise a mechanism in the Management Plan to determine periodic rent increases over the course of the Lease Term which are fair to both Parties. The Base Rent considers farm viability, ecological stewardship, and the COMMONS management’s costs like real estate taxes and third-party expenses. The intent of the Base Rent is to cover all expenses relating to ownership and stewardship of the COMMONS, including (a)	<b>Future rent calculations will include non-market factors like ecological stewardship and long-term viability (among others).</b>

<p>administrative and operational costs; (b) real estate taxes; (c) the long-term sustenance of the COMMONS and its mission; and (d) to provide FARMER long-term and affordable, non-extractive, and equitable agricultural premises to enable agricultural production, a viable business, and healthy soil for the long-term. The Base Rent can be reduced by the amount of the Indigenous solidarity payment and/or the ecological stewardship investment if one or more is established in the Management Plan.</p>	
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**5. The Management Plan will address public access to the LAND as determined by FARMER and the COMMONS.**

<b>Legal Language</b>	<b>Plain Language</b>
<p>Any policy regarding public access (for recreational, cultural easement, agri-tourism, education or other purposes) to the LAND is to be determined jointly by the COMMONS and FARMER and included in the Management Plan.</p>	<p><b>Public access policy will be addressed in the Management Plan and agreed on by the COMMONS and FARMER.</b></p>

**6. The Management Plan will be updated at least every 3 years as needed and agreed on by FARMER and the COMMONS.**

<b>Legal Language</b>	<b>Plain Language</b>

<p>The FARMER and the COMMONS shall update the Management Plan at least every 3 years and shall also update it upon the occurrence of any significant change of circumstances. Absent a significant change of circumstances, this update requirement is not intended to be onerous. If circumstances remain generally the same, the update may be limited to brief conference between the Parties resulting in a brief writing that circumstances have changed only minimally and the plan in force will continue in force.</p>	<p><b>Updates will occur every 3 years or as needed. Any updates to the Management Plan will not be unreasonably difficult on FARMER and their operations.</b></p>
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## Equity

- 1. During FARMER’s tenure, the COMMONS and FARMER agree to actively contribute “Stewardship Contributions” to support the LAND.**

Legal Language	Plain Language
<p>During their tenure on the LAND, the COMMONS and the FARMER will make a Stewardship Contribution.</p>	<p><b>The COMMONS and the FARMER agree to contribute a Stewardship Contribution to the LAND during their tenure.</b></p>
<p>A “<b>Stewardship Contribution</b>” means something contributed by either the COMMONS or the FARMER for the purpose of proactive betterment of the LAND aligned with the terms, mission and values of the Lease. The Stewardship Contribution can be in the form of a financial fee, goods, service, investment, management, time, or other valuable consideration. FARMER and COMMONS will mutually agree on the</p>	<p><b>FARMER and COMMONS will agree to the form the Stewardship Contribution takes in the Management Plan.</b></p>

Stewardship Contribution as a dynamic and targeted goal in the Management Plan.	
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**2. During their tenure, FARMER may also be paid for meaningful contributions made to the LAND as determined by the Management Plan.**

<b>Legal Language</b>	<b>Plain Language</b>
The Management Plan may establish a method of providing FARMER with equity in the land over the course of the Lease Term.	<b>FARMER may receive equity while they are actively farming. The form the equity takes will be determined by the Management Plan.</b>

**3. During FARMER’s tenure, FARMER may construct Improvements on the LAND so long as they align with the terms of the Lease. “Improvements” may include buildings, infrastructures, perennials or other place-based investments in the LAND. These Improvements are distinct from the Stewardship Contribution. Depending on the scale of the Improvements and the scope of the Management Plan, the COMMONS may compensate FARMER for the Improvements during the Lease or when FARMER leaves the LAND.**

<b>Legal Language</b>	<b>Plain Language</b>
FARMER may make “Improvements” to the LAND, including but not limited to buildings,	<b>FARMER may receive</b>



and infrastructure so long as the improvements align with the " <b>Active Agricultural, Ecosystem and Agroecological Stewardship</b> " and other terms of the Lease. For each Improvement, FARMER may request, and the COMMONS shall establish a fair method of compensating FARMER or providing equity to FARMER for such Improvements.	<b>compensation for any structures that support the Active Agricultural, Ecosystem and Agroecological Stewardship.</b>
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**4. For any housing structures that FARMER or others will live in, FARMER and the COMMONS will create a separate agreement.**

<b>Legal Language</b>	<b>Plain Language</b>
FARMER and the COMMONS will enter into a separate and mutually agreed upon RESIDENTIAL LEASE if FARMER wishes to build and/or live in a structure on the LAND.	<b>FARMER and the COMMONS will create a separate agreement if FARMER wishes to live on the LAND.</b>

**5. FARMER may allow other people to be on the LAND with them. These people may farm or live on the LAND as long as there is alignment with the terms of the Lease. FARMER and the COMMONS will work together to create an agreement for these circumstances.**

<b>Legal Language</b>	<b>Plain Language</b>
Subject to the terms of the Lease and with the written consent of the COMMONS, FARMER may assign, transfer, or otherwise	<b>With the consent of the COMMONS, FARMER</b>

encumber (collectively, "**Assign**") this Lease or all or any of FARMER's rights hereunder or interests herein. Subject to the terms and conditions of this Lease, FARMER may sublet, form a co-op, collect rent for housing, or permit anyone to use or occupy (collectively, "**Sublet**") the LAND or any part thereof.

If FARMER Assigns or Sublets the LAND, the sublessee, or other relevant entity or individual, shall agree in writing to be subject to all terms of this Agreement. FARMER shall consult with the COMMONS before it Assigns or Sublets the LAND, and may not Assign or Sublet the LAND without the COMMONS's approval which may not be unreasonably withheld.

**may designate areas on the LAND to be occupied by other farmers or individuals.**

**Before doing so, FARMER will work with the COMMONS on an agreement to ensure compliance with all relevant laws.**

## **Shared Values for Land-Human Relationship Practices**

# Introduction

Before working towards a lease agreement, [NAME OF 501(c)(2)/(25)] believes it's important to be in alignment on the Land-Human Relationship Practices. The following covenants<sup>2</sup> will be incorporated into a final lease (the "**Lease**") and associated Management Plan between [NAME OF 501(c)(2)/(25)] (the "**COMMONS**") and FARMER and act as the foundation for our shared values for Land-Human Relationship Practices:

## 1. FARMER will steward the LAND for regenerative, place-based agriculture and engage in ecological stewardship practices that enrich the LAND rather than deplete it.

Legal Language	Plain Language
FARMER may use and occupy the LAND for " <b>Active Agricultural, Ecosystem and Agroecological Stewardship</b> " as generally defined above in Governance - Section 2. FARMER and the COMMONS will define this term in the Management Plan as it specifically applies to FARMER, which shall include grace periods to support personal, climate, and business considerations.	<b>The Management Plan will include terms around ecological stewardship requirements and FARMER sabbaticals and/or a break from farming.</b>
FARMER shall ensure all activities are sustainable, organic, eco-friendly, and regenerative by recognizing and complying with the following Farm Standards:	<b>FARMER will incorporate the following practices into their farming operations:</b>
(a) Tillage can be done as needed, with priority toward reducing tillage where possible. Tilled ground should not cause water and soil degradation, and when resting, should be cover cropped when possible.	

<sup>2</sup> A covenant is a legal promise.

<p>(b) Water conservation can be supported through soil organic matter, on-contour agriculture, mulching, efficient irrigation, buffers along waterways, tree cover, and more.</p>	
<p>(c) Compost should be integrated into perennial and annual cropping and may include: livestock manure and refuse, green manure, legumes and/or cover cropping, wood chips, vegetable products, and other best management composting practices.</p>	
<p>(d) All Agricultural Activities should foster a symbiotic relationship between the soil and human and animal health. Confinement agriculture is not allowed and synthetic and/or chemical fertilizers, pesticides, fungicides, or herbicides may not be used as part of farming practices, land management, or ecological stewardship.</p>	
<p>(e) Rotation should be integrated into any animal grazing, crop production, composting, and resting of the land. On-farm soil health is focused on nutrient, micro-nutrient, trace element, and organic matter levels, aeration, microbial and earthworm life, and how energy flows through the ecological system.</p>	
<p>(f) FARMER shall not remove any such minerals from the LAND or lease the mineral rights to any entity or individual.</p>	
<p>FARMER does not have the right to remove, mine, or extract from the LAND any minerals, including any form of oil, gas, or coal, lying within or beneath the surface. the COMMONS shall not remove any such minerals from the LAND or lease the mineral rights to any entity or individual.</p>	<p><b>FARMER and the COMMONS are not in the business of mineral extraction.</b></p>
<p>FARMER may not use or occupy the LAND for any unlawful purpose, or in any manner that will constitute Waste or a Nuisance as defined below. FARMER shall comply with all present and future laws concerning the use, occupancy, and condition of the LAND and all machinery and equipment used.</p>	<p><b>FARMER will operate in a way that eliminates Waste.</b></p> <p><b>FARMER will operate in a way that does not violate any present and future laws concerning the use,</b></p>

	<p><b>occupancy, and condition.</b></p> <p><b>FARMER will comply with all applicable laws.</b></p>
<p>If FARMER commits any type of Waste on the LAND, the COMMONS may opt for a no-fault termination of the Lease whereby the FARMER must vacate the LAND. The COMMONS must first give the FARMER notice of the Waste and reasonable opportunity to cure before pursuing no-fault termination. The FARMER will also be held responsible for any "Waste committed by all assignee(s), visitor(s), and/or temporary guest(s).</p>	<p><b>The COMMONS takes the creation of Waste very seriously and holds FARMER responsible for such creation. the COMMONS may end the Lease if the FARMER creates Waste.</b></p>
<p>"<b>Waste</b>" is considered beyond normal wear and tear to the LAND, and consists of the following: (a) voluntary waste occurs if FARMER intentionally or negligently causes harm to the land or other assets depleting any and all-natural resources; (b) FARMER is passively negligent, failing to maintain the LAND physically or financially (e.g. failure to pay property taxes, violation of conservation easement, non-report of mold in homes or buildings); (c) FARMER makes unauthorized improvements to the LAND in bad faith (e.g. constructing a building in violation of the terms of this Lease or converting agricultural zoned land to commercial use); (d) FARMER commits waste (e.g. extracting minerals, eroding the soil, or heavy application of deadly fertilizer).0</p>	<p><b>Waste could mean a variety of things but generally means any use that is harmful to the LAND, unlawful or neglects the LAND and existing/future structures.</b></p>
<p>"<b>Nuisance</b>" is unlawfully doing an act or failing to perform a duty that results in injury or endangers the health or safety of others,</p>	<p><b>Nuisance is action or inaction taken by the</b></p>

<p>or unlawfully interferes with, obstructs or tends to obstruct, or render dangerous for passage, any lake or navigable river, bay, stream, canal or basin, or any public park, square, street or highway; or in any way renders other persons insecure in life, or in the use of property.</p>	<p><b>FARMER that endangers others that may be on or near the LAND.</b></p>
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**2. FARMER may access the LAND at any time. With notice to the FARMER, the COMMONS may also occasionally access the LAND to ensure alignment with these shared values and other terms of the Lease.**

<b>Legal Language</b>	<b>Plain Language</b>
<p>The COMMONS may inspect any part of the LAND, except the interiors of fully enclosed buildings, at any reasonable time after notifying the FARMER at least 48 hours before inspection. No more than 4 regular inspections may be carried out in a single year, except in the case of an emergency, a report of a potential Lease violation, or in the event of an ongoing Lease violation. In such exceptional cases, the COMMONS may inspect any part of the LAND except the interiors of fully enclosed buildings, after making reasonable efforts to inform the FARMER before inspection.</p>	<p><b>The COMMONS may access the LAND 4 times per year with 48 hour notice. The COMMONS may also inspect the LAND in the event of an emergency or Lease violation.</b></p>
<p>Except in the event of an emergency, the COMMONS shall use all reasonable efforts to minimize disruption to FARMER's farming operations in connection with any such entry.</p>	<p><b>To the best of its abilities, the COMMONS will not disrupt FARMER's operations when accessing the LAND.</b></p>

<p>Furthermore, the COMMONS has the right to enter, share, and use the LAND for the primary purposes of: (a) engaging in land and property management and/or stewardship activities, (b) hosting, promoting, engaging members and community in the COMMONS; and (c) any other planning, evaluation, and assessment, and/or actions to address its goals, vision, and mission of the COMMONS, so long as not unreasonably burdensome on the FARMER. The COMMONS must give FARMER at least 48 hours' notice before such entering, sharing, or using the LAND to accomplish property management and/or stewardship activities. The COMMONS must give FARMER at least 7 days' notice before entering, sharing, or using the LAND to accomplish any other activities outlined in this Lease.</p>	<p><b>the COMMONS may also access the LAND for programmatic reasons; HOWEVER, the COMMONS will provide notice and only access the LAND if it's not unreasonably burdensome on the FARMER.</b></p>
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**3. FARMER will respect anyone that visits or works on the LAND.**

<b>Legal Language</b>	<b>Plain Language</b>
<p>FARMER shall occupy the LAND in a manner so as not to cause harm to others, including people, or to support activities that intentionally seek to denigrate, demean, or discriminate against persons on the basis of race, ethnicity, gender identity and expression, sexual orientation, class) background or identity, age, ability, or religion.</p>	<p><b>FARMER will respect the integrity of all beings that visit or work on the LAND.</b></p>

**4. FARMER will make sure they have all necessary local/state paperwork to farm the LAND.**

Legal Language	Plain Language
<p>FARMER shall obtain, renew, and provide copies to the COMMONS, with the COMMONS's assistance which may not be withheld on FARMER's request for assistance, all entitlements, permits, and approvals (the "Documents") required for FARMER's use or occupancy of the LAND. Use of the LAND is subject to all covenants, conditions, and restrictions of these Documents.</p>	<p><b>FARMER is responsible for obtaining and complying with all necessary local/state paperwork.</b></p>

**5. FARMER and the COMMONS honor and incorporate the principles of Rights of Nature in agreeing to the Lease and stewarding the LAND.**

Legal Language	Plain Language
<p>One of the goals of the Lease is to promote the preservation of biodiversity, and the unique ecological values of the land subject to this Lease. The COMMONS's goals include protecting Natural Reserves from human caused destruction or interference, protecting soil quality and long-term stability, and preventing the introduction of invasive species.</p>	<p><b>FARMER and the COMMONS agree that ecological stewardship is an essential part of the Lease.</b></p>
<p>FARMER and the COMMONS will agree on what portion(s) of the LAND will be designated Natural Reserves and incorporate those designation into the Lease.</p>	<p><b>FARMER and the COMMONS will work together to decide what portions of the LAND are Natural Reserves.</b></p>
<p>In recognition of the fact that some agricultural and land management practices can have materially adverse effects on</p>	<p><b>Rights of Nature is a set of principles that</b></p>



<p>ecosystem functions, it is imperative that the fundamental Rights of Nature for proper ecosystem function be recognized through regenerative, organic, and biodynamic agriculture practices and on the Natural Reserves:</p>	<p><b>FARMER will incorporate into their farming operations:</b></p>
<p>(a) to be free of fungicides, pesticides, insecticides, and herbicides of any variety,</p>	
<p>(b) to be free from native species removal,</p>	
<p>(c) to be free from overgrazing,</p>	
<p>(d) to be protected from invasive species and human introduced nonnative species,</p>	
<p>(e) to be free from substantial human caused disturbance,</p>	
<p>(f) to maintain the naturally occurring water cycle,</p>	
<p>(g) to have a degree of habitat connectivity which protects and promotes biological diversity,</p>	
<p>(h) to be free from excessive depletion of life supporting elements and nutrients,</p>	
<p>(i) to be supported by healthy, living soil,</p>	
<p>(j) to be free from human intervention in the natural course of all evolutionary processes,</p>	
<p>(k) to be monitored for substantial changes which may indicate severe ecosystem decline, and</p>	
<p>(l) to be supported by pollinators.</p>	
<p>In order to give effect to the Rights of Nature, FARMER shall recognize them by adhering to the following standards of conduct:</p>	<p><b>FARMER agrees to the following practices to put the Rights of Nature into effect on the LAND:</b></p>
<p>(a) FARMER may not apply any fungicide, pesticide, insecticide, or herbicide, or allow a third party to apply any fungicide, pesticide, insecticide, or herbicide to Natural Reserves.</p>	
<p>(b) If enhancing the Natural Reserves, FARMER may hunt, gather, harvest, till soil, physically remove or displace non-invasive species, or erect permanent</p>	

structures of any variety on Natural Reserves unless prohibited by the COMMONS.	
(c) FARMER may not maintain or permit a large population of grazers unless rotation is feasible on Natural Reserves.	
(d) FARMER may periodically monitor the Natural Reserves for nonnative species and cause the physical removal of any invasive species identified, with consideration for their capacity to do so.	
(e) FARMER may not create paths, enter with heavy machinery, produce excessive noise in or adjacent to the Natural Reserves except as required by Agricultural Activities, or artificially illuminate the Natural Reserves.	
(f) FARMER may not capture rainwater, divert existing bodies of flowing water, alter the existing topology, or otherwise remove or divert water from the Natural Reserves.	
(g) FARMER shall, where practicable, maintain a natural buffer zone around the Natural Reserves, and not place any fences around the Natural Reserves.	
(h) FARMER may not extract minerals, disturb decaying organic matter, or alter the natural fire regime of the Natural Reserves except to the extent required to protect the LAND from damage or Waste.	
(i) FARMER may not allow any human made or deleterious organic chemicals to be introduced to the Natural Reserves.	
(j) FARMER may not intentionally alter the Natural Reserves to favor the survival of certain species, unless identified as threatened or endangered.	
(k) FARMER shall assist the COMMONS in consulting an expert when there has been an obvious, substantial change in the physical or biological structure of a Natural Reserve.	
(l) FARMER may not disturb any pollinators in the Natural Reserves or on adjacent land under FARMER's control, except as required in connection with removal of invasive species.	
<p><b>"Natural Reserve"</b> means a portion of land dedicated to ecosystem function and the more-than-human beings cohabiting the LAND, where FARMER may to monitor ecosystem health, connect with the land physically or spiritually, and undertake regeneration efforts consistent with the terms of the Lease.</p>	<p><b>Natural Reserves are portions of the LAND set aside for natural ecologicals functions and human investment.</b></p>

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**6. FARMER agrees to not apply synthetic chemicals and other Hazardous Materials during their farming operations. In the event Hazardous Materials are brought on the LAND, the FARMER will be responsible for the removal of the hazardous materials and the COMMONS may terminate the Lease.**

Legal Language	Plain Language
<p>FARMER shall not cause or permit any <b>Hazardous Materials</b> to be generated, used, released, stored, or disposed of in or about the LAND in a way that may cause environmental damage. Failure to comply with this shall constitute an Environmental Default as defined below. At the expiration or earlier termination of the Lease, FARMER shall surrender the LAND to the COMMONS free of Hazardous Materials and in compliance with all Environmental Laws.</p>	<p><b>Hazardous Materials cannot be applied or kept on the LAND. Applying or keeping these Hazardous Materials could result in termination of the Lease.</b></p>
<p>FARMER shall indemnify and hold the COMMONS harmless from and against any damage, injury, loss, liability, charge, demand, or claim based on or arising out of the presence or removal of, or failure to remove, "<b>Hazardous Materials</b>" generated, used, released, stored, or disposed of by FARMER in or about the LAND.</p>	<p><b>FARMER will remain responsible for the financial costs and harm caused by the Hazardous Materials.</b></p>
<p>In addition, FARMER shall give the COMMONS immediate verbal and follow-up written notice of any actual or threatened "<b>Environmental Default</b>", as defined below, which FARMER shall cure in accordance with all "<b>Environmental Laws.</b>" This cure must</p>	<p><b>FARMER must tell the COMMONS if there is cause for an Environmental Default.</b></p>

<p>be approved with the COMMONS's prior written consent, which shall not be unreasonably withheld. Upon any Environmental Default, the COMMONS shall have the right but not the obligation to immediately enter the LAND, to supervise and approve any actions taken by FARMER to address the Environmental Default, and, if FARMER fails to immediately address same to the COMMONS's satisfaction, to perform, at FARMER's sole cost and expense, any lawful action necessary to address same. If any governmental agency requires testing to ascertain whether an Environmental Default is pending or threatened, then FARMER shall pay the reasonable costs as additional rent. Promptly upon request, FARMER shall execute from time-to-time affidavits, representations, and similar documents concerning FARMER's best knowledge and belief regarding the presence of Hazardous Materials on the LAND.</p>	
<p><b>"Environmental Default"</b> means any of the following by FARMER: (a) a violation of an <b>"Environmental Law"</b>; (b) a release, spill, or discharge of a Hazardous Material on or from the LAND; (c) an environmental condition requiring responsive action; or (d) an emergency environmental condition.</p>	<p><b>Environmental Default means a variety of actions that threatens the LAND environmentally.</b></p>
<p><b>"Environmental Law"</b> means any present and future law and any amendments (whether common law, statute, rule, order, regulation or otherwise), permits and other requirements or guidelines of governmental authorities applicable to the LAND and relating to the environment and environmental conditions or to any Hazardous Material (including, CERCLA, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous</p>	<p><b>Environmental Laws mean any federal, state or local laws that apply to the protection of the LAND and its ecosystems.</b></p>

Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 33 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 1101 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., and any so-called "Super Fund" or "Super Lien" law, any law requiring the filing of reports and notices relating to hazardous substances, environmental laws administered by the Environmental Protection Agency, and any similar state and local Laws, all amendments thereto and all regulations, orders, decisions, and decrees now or hereafter promulgated thereunder concerning the environment, industrial hygiene or public health or safety).

**"Hazardous Materials"** means: (a) synthetic pesticides; (b) asbestos and any asbestos containing material and any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Law or any other applicable Law as a "hazardous substance," "hazardous material," "hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or Toxicity Characteristic Leaching Procedure (TCLP) toxicity; (c) any petroleum and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources; and (d) polychlorinated biphenyls, urea

**Hazardous Materials means a variety of materials that are toxic to the LAND, ecosystems and people. This is a form of Waste defined above.**

<p>formaldehyde, radon gas, radioactive material (including any source, special nuclear, or by-product material), medical waste, chlorofluorocarbon, lead or lead-based product, and any other substance whose presence could be detrimental to the LAND or hazardous to health or the environment.</p>	
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**7. FARMER is encouraged to incorporate, evolve and share (as appropriate) their present and ancestral Cultural Practices into their tenure on the LAND.**

<b>Legal Language</b>	<b>Plain Language</b>
<p>FARMER may choose to incorporate their present and ancestral “<b>Cultural Practices</b>” that support ecological stewardship into these Land-Human Relationship Practices.</p>	<p><b>FARMER has the choice to incorporate their Cultural Practices.</b></p>
<p>As long as the Cultural Practices support the LAND and are consistent with the mission of the Lease, the COMMONS will respect FARMER’s autonomy and privacy in administering these Cultural Practices. This remains true even if the Cultural Practices are in conflict with the Rights of Nature framework contemplated in <b>Section 5</b> above.</p> <p>FARMER may choose to share the framework of their Cultural Practices with the COMMONS to enhance the general understanding of place-based wisdom and stewardship.</p>	<p><b>FARMER remains in complete control of how they wish to engage in their Cultural Practices as long as there is alignment with the terms and spirit of the Lease.</b></p>