

**PENN MANOR SCHOOL DISTRICT**

**Request for Proposals**

**For**

**Farmland Rental**

**Penn Manor School District**

**Proposals must be submitted by:**

Date: October 17, 2019  
Time: 3:00 PM  
Location: Penn Manor School District  
Business Office  
2950 Charlestown Road  
Lancaster, PA 17603

# PENN MANOR SCHOOL DISTRICT

## General Information and Conditions

1. Proposals must be presented in a sealed envelope addressed as follows:

Penn Manor School District  
Farmland Rental Sealed Bid  
Attention: Chris Johnston, Business Manager  
2950 Charlestown Road  
Lancaster, PA 17603

2. Proposals will be received until 3:00 pm, October 17, 2019 at the business office located at 2950 Charlestown Road, Lancaster, PA 17603.
3. This bid shall be for leasing of land for the purpose of farming only as per the attached draft lease agreement. Questions can be directed to Chris Johnston, Business Manager at [chrisj@pennmanor.net](mailto:chrisj@pennmanor.net)
4. Proposals must include a copy of this 6 page document with each page initialed by the Bidder. All bids must be submitted on and in accordance with the forms included in this document.
5. A proposal shall include the legal name of the proposer and shall be signed by the person or persons legally authorized to bind the proposer to a lease agreement. All required signatures shall be handwritten in ink with the full name of the person executing same. A proposal by a corporation shall also give the State of Incorporation and have the corporate seal affixed on the signature page.
6. All information received shall become the property of the District. The District will treat such information in a confidential manner.
7. All proposals received after the time stated will not be considered. The proposer assumes the risk of any delay in the mail or by means of personal delivery, the proposer assumes responsibility for having his/her proposal deposited on time at the place specified. **HOWEVER, THE BOARD OF EDUCATION OF THE PENN MANOR SCHOOL DISTRICT RESERVES THE RIGHT TO WAIVE WHAT IS DEEMED TO BE PROPOSAL OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC PROPOSAL, TO REJECT ANY AND ALL PROPOSALS, TO RE-ADVERTISE AND INVITE NEW PROPOSALS, OR TO ACCEPT THE WHOLE OR A PART OF A PROPOSAL FROM MORE THAN ONE PROPOSER AS IN THE BOARDS' JUDGEMENT, IS IN THE BEST INTEREST OF THE SCHOOL DISTRICT.**
8. The proposed lease will commence January 1, 2020 and continue through December 31, 2024.

**PENN MANOR SCHOOL DISTRICT**

**Official Bid Form**

For 36 acres of tillable ground, located in Manor Township, Lancaster County, Pennsylvania within the parcel of land located on the south side of Charlestown Road and the property known and numbered as 493 Donerville Road.

	Total Annual Amount for Farmland	Total Amount per Acre based on 36 Acres
Year 2020		
Year 2021		
Year 2022		
Year 2023		
Year 2024		

Name of Bidder: \_\_\_\_\_  
(Individual, Firm, or Corporation)

Point of Contact: \_\_\_\_\_  
(Printed name of individual whose signature appears below)

Signature of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date of Bid: \_\_\_\_\_

**PENN MANOR SCHOOL DISTRICT**

**DRAFT FARM LEASE**

PENN MANOR SCHOOL DISTRICT ("Landlord") hereby leases to \_\_\_\_\_ ("Tenant") +/- 36 acres of tillable ground, located in Manor Township, Lancaster County, Pennsylvania within the parcel of land located on the south side of Charlestown Road and the property known and numbered as 493 Donerville Road ("Property") upon the following terms and conditions:

1. **Use.** The tillable acreage shall be used for the cultivation and growing of crops and for no other purposes. All farming shall be conducted in accordance with the best accepted agricultural practices. The Property shall be returned to Landlord upon expiration of the Lease in at least as good and fertile condition as now exists. Tenant acknowledges that his use of the Property is subject to the right of Nancy Fisher to possession, use and occupancy of the dwelling house, garage, barn and that portion of the Property on which the dwelling house is located containing approximately 3 acres ("Farmhouse Tract") and to the right of Penn Manor School District to possession and use of the portion of the Property on which the Township Mulching Operations are located containing approximately 8 acres ("Mulching Operation Tract")

2. **Term.** This Lease shall be for a term of five years beginning January 1, 2020, and ending December 31, 2024.

3. **Rental.** Tenant shall pay Landlord rent annually beginning January 1, 2020:

- \$ \_\_\_\_\_ due January 1, 2020
- \$ \_\_\_\_\_ due January 1, 2021
- \$ \_\_\_\_\_ due January 1, 2022
- \$ \_\_\_\_\_ due January 1, 2023
- \$ \_\_\_\_\_ due January 1, 2024

With payment due on or before February 1 of each year.

4. **Landlord's Rights.** In event Landlord shall require the Property (or any portion of the Property) for the Landlord's uses during the term of this Lease, then Landlord may enter upon and use such portion the property (or the entire Property) which is required by Landlord. Landlord shall compensate Tenant for any damage to Tenant's crops by reason of such reentry in an amount equal to the fair market value of the crops damaged by Landlord. Except for damage to Tenant's crops caused by Landlord, Landlord shall not be responsible for any losses to Tenant's crops or equipment.

5. **Tenant's Responsibilities.**

(a) Tenant shall pay for any utilities used in connection with Property.

**PENN MANOR SCHOOL DISTRICT**

(b) Tenant shall utilize all reasonable means to prevent flooding, washing and gullyng on the Property.

(c) Tenant shall maintain (i) insurance on all crops on the Property and (ii) general liability, bodily injury and property damage insurance against claims for bodily injury, death or property damage occurring on, in or about the Property with limits of not less and \$1,000,000 for bodily injuries or death and \$100,000 for damages to property. The general liability insurance shall name as insured Landlord and Tenant as their interests may appear.

6. **Subletting.** This Lease may not be assigned nor the Property sublet by Tenant without the Landlord's prior written consent, which consent can be withheld for any reason.

7. **Indemnification.** Tenant shall be solely responsible for all matters relating to Tenant's use of the Property and Tenant shall indemnify and hold harmless Landlord, and Landlord's directors, officers, employees and agents, from all court costs, claims and expenses, including attorneys fees and costs, arising from or relating to any act or omission of Tenant.

8. **Events of Default.** If Tenant shall (i) fail to pay any rent or other sum required to be paid by Tenant hereunder as and when due or (ii) fail to perform any of Tenant's obligations pursuant to this Lease not requiring the payment of money and such failure shall continue for ten (10) days after notice to Tenant of such failure, such failure shall constitute an event of default under this Lease and Landlord shall have the right to terminate this Lease and evict Tenant from the Property.

9. **Landlord's Remedies.** Upon the occurrence of any Event of Default, Landlord at Landlord's sole option shall have the right to exercise any or all of the remedies set forth in this Lease, all of which shall be cumulative and in addition to any and all rights and remedies now or at any time hereafter provided at law or in equity. The exercise of any one or more remedies provided herein shall not act as a waiver of or preclude exercise of any other right or remedy of Landlord.

10. **Compliance.** Tenant shall comply with all applicable laws, ordinances, rules and regulations with respect to the Property and Tenant's use of the Property, whether such laws, ordinances, rules and regulations are now in force or may hereafter become effective.

Intending to be legally bound Landlord and Tenant execute this Lease this       
day of     , 2019.

**PENN MANOR SCHOOL DISTRICT**

**Landlord**

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**Tenant**

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