

**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 8 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 Lessor, hereinafter called the “Lessor”, agrees to lease to [REDACTED] hereinafter called the “Lessee”, +/- 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") in accordance with the following agreement.

1. **Condition:** The Lessee agrees to accept the Premises “AS IS” and “WHERE IS”. Lessor makes no express or implied warranties including, without limitation, the implied warranties of merchantability and fitness for a particular purpose and all other warranties.

2. **Rent:** Lessee shall pay Lessor rent annually beginning January 1, 2020:

\$ [REDACTED] due January 1, 2020

\$ [REDACTED] due January 1, 2021

\$ [REDACTED] due January 1, 2022

\$ [REDACTED] due January 1, 2023

\$ [REDACTED] due January 1, 2024

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

3. **Lessee’s Liability Insurance:**

A. Release and Indemnification –

Lessee hereby agrees Lessor, its directors, officers, employees and agents (collectively, “Lessor Affiliates”) shall not be liable to Lessee, and Lessee hereby releases Lessor and Lessor Affiliates from and against any and all liability to Lessee for injury to any person (including bodily damage or death) or damage to any property (including real or personal property, whether by theft or any other casualty) happening in any manner in, on or about the Premises from any cause whatsoever, unless caused solely by the gross negligence or willful misconduct of Lessor or Lessor Affiliates. Lessee shall indemnify, defend and hold harmless Lessor and Lessor Affiliates from and against any and all liability, claims, suits, damages, losses, demands, costs and expenses (including attorney’s fees) incurred or suffered by the Lessor or asserted against the Lessor by Lessee or any third-party with respect to personal injury, property damage or death in any way arising out of the use, misuse or occupancy of the Premises or any act or omission in or about the Premises by Lessee, its agents, employees, customers, visitors or invitees, or arising out of Lessee’s failure to perform its obligations under this Lease. Lessee shall be liable for any and all damage to the Premises caused by any act, omission or negligence by or of Lessee, its agents, servants, or employees. The obligations of Lessee to indemnify shall not be eliminated or diminished because of any negligence of Lessor or Lessor Affiliates

B. The Lessee shall carry comprehensive general public liability insurance for the benefit of Lessee and Lessor with coverage in the amount of at least \$500,000 with respect for bodily injury to or the death of any number of persons in any one occurrence and \$250,000 for property damage for any occurrence upon or in connection with his use of the Premises. Upon request of Lessor, Lessee shall provide certificates of insurance coverage to Lessor.

4. **Use:** Lessee shall have the right to cultivate the Premises for the purpose of raising,

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harvesting, and marketing of agricultural crops, with the following conditions:

- A. No sludge, treated or untreated, shall be spread, utilized or stored on the Premises.
  - B. Lessee takes notice that the Premises are within the limits of Manor Township and promises to comply with the Township ordinances and all laws, ordinances and requirements of federal, state and municipal governments.
  - C. Should Lessee elect to grow grain crops on the Premises, he shall leave any straw, fodder, or other organic residue on the fields after the grain is harvested. If necessary, the fodder shall be chopped to facilitate decomposition.
  - D. Any use of the Premises will be in a manner consistent with accepted and prudent good farming practices, including adequately fertilizing the land, control of weeds, proper rotating and harvesting of crops and other appropriate measures. No improper tillage shall be permitted on the Premises. Lessee specifically agrees to “follow the bedding” when tilling so as not to change the drainage characteristics of the land.
  - E. Use of the Premises for the purpose of hunting shall not be permitted.
  - F. Lessee shall use the Premises solely for farming purposes, including the growing of plants, crops or the grazing of livestock, but not any other livestock use such as raising, production or processing of livestock.
  - G. At any time and from time to time during the Term, Lessee agrees to comply with reasonable rules established by the Lessor with respect to crop and grazing area boundaries and set-backs from the Lessor’s other properties and public roads, so as to permit clear sight lines for driving purposes and to keep plow horses or field equipment off of Lessor or other property. Without limiting the generality of the foregoing, Lessee agrees to keep the embankments located on the Premises and adjacent to the road right-of-way and the adjacent shoulders of the road ways free from debris and trash, whether generated by Lessee’s farming operations or otherwise. In addition, Lessee shall mow and clear grass and other vegetation along the embankments so as to keep the area in a clean and safe condition.
5. **Terms of Contract:** The term of the Contract shall be for a five year (5) year period from January 1, 2020 and ending December 31, 2024, however, after the first year of the contract the District has the right to take back any or all of the property for its own use.
  6. **Termination of Contract:** The District reserves the right to cancel the Lease if, in its opinion, there is a failure on the part of the Lessee to comply with the terms hereof as well as regulations governing current best farming practices, except for circumstances beyond his control such as, but not limited to, Acts of God, war, flood, and governmental restrictions .In addition, notwithstanding anything contained herein to the contrary, pursuant to Section 7-709 of the School Code, the Lessor may unilaterally terminate this Lease, without cause, prior to the end of the term upon sixty (60) days prior written notice. The failure of Lessee to perform or observe any of the terms, covenants or

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conditions of this Lease shall constitute an event of default by Lessee hereunder. In such event Lessor may terminate this Lease, and enter upon and repossess the Premises without demand, with or without process of law, and without giving any notice whatsoever.

7. **Lessor's Right to Use Property:** Lessor reserves the right to use all or any part of the described property any time during the term of this lease agreement and in either event, at Lessor's option, may demand and receive possession of all or any part of the leased property with a ninety (90) day notice. In the event the Lessor terminates the lease prior to its term, the cost of the work performed on the land by Lessee toward the next succeeding crop at the time of possession will be reimbursed by the District. In the event Lessor and Lessee are unable to agree as to such amount, then the matter shall be referred to three persons for arbitration, each of the parties to select one arbitrator and the arbitrators, so selected to select a third arbitrator, and it is agreed that the decision of a majority of the arbitrators shall be binding but the amount will not exceed \$50,000.
8. **Alterations/Improvements/Repairs:** Lessee may not make, construct or install improvements to the Premises except with advance written consent of Lessor, which may be withheld in its sole discretion. Lessee shall keep and maintain the Premises in good condition. Lessor shall not be required to furnish any services or facilities (including without limitation utilities) or to make any repairs or alterations to the Premises, and Lessee hereby assumes the full and sole responsibility for the condition, operation and management of the Premises.
9. **Surrender of Premises:** Lessee shall, without any notice, surrender the Premises at the expiration of the Term, in as good condition as it is on the Commencement Date.
10. **Assignment:** Lessee may not assign or sublet any portion of this Lease or the Premises without the Lessor's prior written consent, which may be withheld in its sole discretion.
11. **Environmental Compliance:** Lessee will not use the Premises for the generation, use, manufacture, recycling, refining, transportation, treatment, discharge or disposal of any Hazardous Materials or for any purpose which poses a substantial risk of damage to the environment and will not engage in any activity which would violate or subject Lessor or the Premises to any enforcement action under Environmental Laws. Notwithstanding the foregoing, Lessee may employ Hazardous Materials used in connection with Lessee's business so long as Lessee stores, uses and disposes of such Hazardous Materials in accordance with Environmental Laws. Lessee will indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability, and expense (including costs and attorney fees), to the extent not covered by insurance, arising out of or resulting from the failure of Lessee to comply with the foregoing provisions. For the purposes of this Section 11:

"Environmental Laws" shall mean all federal, state, and local laws, statutes, ordinances, regulations, criteria, guidelines, rules of common law now or hereafter in effect, and in each case as amended, any judicial or administrative order, consent decree or judgment relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface water, groundwater, wetlands, land, surface or subsurface strata, and wildlife, aquatic species and vegetation), including, without limitation, laws and regulations relating to emissions, discharges,

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releases or threatened releases of Hazardous Materials or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials.

“Hazardous Materials” shall mean, collectively, (a) any petroleum or petroleum products, flammable explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyl, and radon gas; (b) any chemicals, materials, substances or wastes which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or words of similar import, under any Environmental Law; and (c) any other chemical, material, substance, or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental or regulatory authority.

12. **Lessor’s Access to Premises:** Lessor, its agents, employees, successors and assigns shall have the right to enter upon the Premises at any reasonable time during the Term of this Lease. In addition, upon reasonable notice to Lessee, Lessor or its representatives or contractors may enter the Premises for the purposes of removing, demolishing or otherwise deconstructing the existing structures and buildings located on the Premises.
13. **Lessor Agrees To:** Maintain all right-of-ways.
14. **Lessee Agrees To:**
  - A. Use good farming practices, which will have no legal effect or jeopardize the ownership of the property.
  - B. Secure insurance coverage on his or her property stored on the leased property.
  - C. Report any problems of hazards that might pose any legal problems or litigation.
  - D. Be responsible for any negligence due to his or her actions that might result in litigation.
15. **Default Conditions:**
  - A. Rent for land not paid in full by February 1 for the ensuing year.
  - B. If Lessee does not use good farming practices, as considered by the School Board, contract will be void and can be terminated immediately by Lessor.
  - C. If for any of the above reasons the contract should be declared void, the School Board reserves the right to re-negotiate the lease.

This Lease Agreement between Penn Manor Lessor, the “Lessor”, and \_\_\_\_\_, the “Lessee”, this \_\_\_\_\_ day of \_\_\_\_\_ 2019, shall terminate December 31, 2024, unless voided by any of the above reasons.

**PENN MANOR SCHOOL DISTRICT**

Signed: \_\_\_\_\_  
(Lessee)

\_\_\_\_\_

Penn Manor School Board

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