CFA No. 144-033-		Unit Name:		Region No:	County:		Project No: WMA		Trust Lands: Yes No	
		NNESOT	A, through the	Commissioner of	TIVE FARMIN of Natural Resources, ative Farming Agree	, Section o	of Wildlife (t	he State) under		
Coopera	tor's Name	e:								
Address:							Telephone No:			
Effective Date:							Termination Date:			
anagem e showr	ent area, on on the attraction:	r scientific ached dra	e and natural are wing, Exhibit A	ea lands. This A, which is mad	Iddlife and plant mana Agreement pertains to le part of this Agreen share of crops as for	o the follonent:				
	Crops					Shares				
Year	ear Field		Crop	Acres	Stat Harvested	e's Share Unharvested		Cooperator's Share	Approx. Date of Payment	
he State	e and Coo	perator a	gree to the foll	owing terms a	nd conditions:					
□ T		ator shall			elds covered in this A		t.			
The C	check if ap	is respon plicable)		d Exhibit C, wh	pecies on the fields. ich is made a part of	this agree	ement, for add	ditional terms ar	ad	

4.	SALVAGE CROPS:							
	The Cooperator is entitled to salvage after and shall receive bushels or all of the crop, whichever is							
	less, for each acre picked. Any remainder is subject to term 5 below.							
	The Cooperator is entitled to salvage after and divide it with the State on a 50/50 basis subject to term 5							
	below.							
	The Cooperator is entitled to salvage% or acres (choose one) of in return for mowing as							
	directed by the Area Wildlife Manager.							
5.	STATE'S SHARE:							
	The State's share is to be stored as directed by the Area Wildlife Manager with weight or bushel slip receipts, if							
	any, presented to the Area Wildlife Manager.							
	☐ The State's share is to be sold with checks made payable to Department of Natural Resources and mailed to							
All amounts due the State under this Agreement must be paid in full to the State no later than								

- 6. <u>EXPENSES</u>: The Cooperator shall pay for and furnish the seed, fertilizer, labor, materials, and equipment, and bear all expenses incident to the seeding, planting, cultivation, and harvesting of all crops, unless otherwise specified, and shall notify the Area Wildlife Manager in advance of any intended harvesting operations.
- 7. <u>EQUAL TREATMENT</u>: The Cooperator agrees to treat the State's share of each field the same as the Cooperator's share. If, in the judgment of the Area Wildlife Manager, Cooperator has not fully complied with this condition, the State reserves the right to take any action necessary to insure compliance with the terms of this Agreement and shall accordingly notify the Cooperator in writing.
- 8. <u>ACTIVITIES</u>: The Cooperator's activities on the lands are limited to that described in this Agreement with no other privileges of use or possession and subject, at all times, to the State's activities for wildlife management.
- 9. <u>LIABILITY</u>: This Agreement shall not be construed as imposing any liability on the State for injury to person or property of the Cooperator, or any other person or property, arising from the Cooperator's activities on the lands. The Cooperator agrees to indemnify and hold harmless the State from all claims arising from Cooperator's activities on the lands, whether such claims are asserted by civil action or otherwise.
- 10. <u>ASSIGNMENT</u>: It is understood that this Agreement shall not be transferred or assigned in whole or in part by the Cooperator without the State's prior written consent.
- 11. <u>POSTING</u>: The Cooperator shall not post, prohibit, or in any way restrict fishing, hunting, or trapping on the lands herein described, without the State's prior written consent. Any such prohibition or restriction would apply to all persons, including the Cooperator.
- 12. <u>CANCELLATION</u>: This Agreement may be canceled at any time by the State upon three (3) months written notice. The State may cancel this Agreement if the Cooperator fails to comply with any of the terms and conditions of the Agreement.
- 13. <u>REMOVAL</u>: The Cooperator shall remove all crops, materials, machinery, structures, and other equipment, except items furnished by or belonging to the State, upon the expiration or cancellation of this Agreement.
- 14. <u>INSPECTION</u>: The lands and the Cooperator's activities on the lands shall be subject to inspection at all reasonable times by the duly authorized representatives of the State.
- 15. PROHIBITED CONDUCT: The Cooperator agrees to abide by all Federal, State, and local laws applicable to the lands or Cooperator's activities on the lands, including but not limited to laws regarding the use and application of herbicides or pesticides. The Cooperator shall dispose of solid waste, brush and debris, hazardous waste, and other materials in a lawful manner. The Cooperator shall prevent unlawful pollution caused by Cooperator's use of the lands. Unlawful or disorderly conduct by the Cooperator, or conduct which constitutes a nuisance (including storage of inoperable motor vehicles and machinery), or conduct that violates zoning, wetland, or shoreland laws or ordinances is prohibited.
- 16. <u>BURNING:</u> The Cooperator agrees not to do any burning on the lands without the prior written permission of the State.
- 17. <u>CONSERVATION PLAN:</u> All of the lands shall be farmed in accordance with the Conservation Plan regarding the lands, a copy of which is available for review at the Area Wildlife Manager's office.

18.	AGENT: The State's authorized agent for purposes of the	AGENT: The State's authorized agent for purposes of this Agreement is the Area Wildlife Manager located at:							
	Name:								
	Address: Telephone Number: All notices, requests, and questions pertaining to this Agreement should be directed to the Area Wildlife Manager.								
19.	<u>ENTIRE AGREEMENT</u> : This Agreement, and any exhibits incorporated hereto, set forth the entire agreement between the State and Cooperator regarding the matters covered by this Agreement. No modification or waiver of any provision of this Agreement shall be effective unless set forth in writing and signed by the Cooperator and the authorized representative of the State.								
20.	WAIVER: No waiver by the Cooperator or the State of any breach of any payment, covenant, or condition contained in this Agreement shall operate as a waiver of the payment, covenant, or condition itself, or of any subsequent breach of the payment, covenant, or condition. No payment by the Cooperator or receipt by the State of a lesser amount than that due shall be deemed to be other than on account of the amount that is due nor shall any endorsement or statement on any check or letter accompanying a check for payment of the amount due be deemed an accord and satisfaction, nor shall acceptance of the amount due with knowledge of breach constitute a waiver of the breach, and the State may accept such check or payment without prejudice to the State's right to recover the balance of the amount due, to terminate this Agreement, to expel the Cooperator from the lands, or to pursue any other remedy provided in this Agreement by law or in equity.								
21.	ADDITIONAL TERMS: See the attached Exhibits B and	C which are made a part of this a	greement.						
The	parties agree to comply with all of the terms and condition	ns of this Agreement.							
			eement on behalf of the Cooperator he has the authority to execute and						
STATE OF MINNESOTA DEPARTMENT OF NATURAL RESOURCES		IF COOPERATOR IS AN	ENTITY:						
		Name of Entity and Type of	Entity						
		Ву:							
Reg	ional Wildife Manager Date	Signature	Date						
		Print Name and Title							
		IF COOPERATOR IS AN INDIVIDUAL:							
		Signature	Date						
		Print Name							

Form approved by Division of Lands and Minerals: June 24, 2011