

## SCHOOL LAND RENTAL

1. All lands owned by the Lafayette Parish School Board shall be leased in accordance with the applicable provisions of state law and in accordance with School Board policies.
2. All School Board land leases shall be for agricultural purposes only, unless otherwise determined and approved by the Lafayette Parish School Board.
3. The sub-leasing of, and the construction of permanent improvements on, School Board lands are prohibited unless prior approval therefore has been granted by the Lafayette Parish School Board.
4. All School Board land lease agreements shall provide that upon termination of the lease, the land shall be restored as near as practical to acceptable standards for potential future uses.
5. School Board land lessees may combine marketing quotas on one or more tracts so long as the total quotas assigned to the lessee on all of the tracts leased by him/her are used.
6. All crops produced on School Board lands may be sold to anyone paying the prevailing market price at the time of harvest.
7. All leases of School Board lands for the production of agricultural crops shall be for a period up to seven (7) years. Proposed leases for aquacultural crops (catfish, crawfish or other seafood) shall be bid at a fixed price per acre.
8. All successful bidders on School Board land leases on a percentage basis shall deposit TEN AND NO/100 DOLLARS (\$10.00) per acre at the time of the execution of the lease contract, which deposit shall be forfeited by the lessee (successful bidder) in the event the lessee fails to comply, during the entire term of the lease contract, with the terms thereof.
9. The minimum rental for all School Board lands leased for a use other than the production of agricultural crops shall be TEN AND NO/100 DOLLARS (\$10.00) per acre, provided that if the tenant changes the use of the land from that of pasture or other use to an agricultural crop within the lease period, the lessee shall be required to pay the greater of the one-sixth (1/6th) minimum crop percentage rental or his/her

cash bid for such other use; further, the Board shall be informed in writing at the time of the change of the lessee's intent to change the purpose for which the land was leased.

10. The minimum annual land rental for all School Board lands leased for the production of agricultural crops on a percentage basis shall be at least one-sixth (1/6th) of the gross receipts, including government subsidies should any become available, payments by the sugarcane mill and Sugarcane USDA conditional payments if any, with no contribution from the Board for expenses, but in no event less than TEN AND NO/100 DOLLARS (\$10.00) per acre.
11. All School Board land lessees shall be required to plant the following minimum acreage of cultivable land leased:
  - a. Rice - one-half ( $\frac{1}{2}$ )
  - b. All other crops - two-thirds ( $\frac{2}{3}$ )
12. All lessees of School Board lands shall agree to and shall reimburse the previous lessee of the property leased for seed cane and stubble cane on the leased premises, according to the following formula:
  - a. The previous lessee shall be paid a sum computed on the basis of three and one-half ( $3 \frac{1}{2}$ ) tons per acre for seed cane at the prevailing price established by the New Orleans Sugarcane Exchange as of April 20<sup>th</sup> of the lease year just ending, plus TWENTY-FIVE AND NO/100 (\$25.00) per acre,
  - b. and a sum computed on the basis of one (1) ton per acre for stubble cane at the prevailing price established by the New Orleans Sugarcane Exchange as of April 30<sup>th</sup> of the lease year just ending,
  - c. and lessee shall make said payment to the previous lessee by certified check within ten (10) days after termination of the previous lease.

All lessees of School Board land, not in sugarcane production, shall agree to and shall reimburse the previous lessee of the property for expenses incurred with, but not limited to land preparation, irrigation improvements, seeding and fertilizing that was performed since the last harvest in preparation for the next year's crop planting. In the event of a dispute, the Lafayette Parish School Board staff may serve as arbitrators

and are authorized to call upon the assistance of the parish agricultural agents for technical support.

13. All lessees shall occupy the leased premises at its own risk and shall indemnify the School Board against any expense, loss, cost, damage, claim, action or liability paid, suffered or incurred as a result of any breach by lessee, its agents, servants, employees, customers, visitors or licenses of any covenant or condition of the lease.
14. All lessees or their widows (widowers) who were living on School Board lands on June 4, 1975, and who have lived in a permanent type home on School Board lands for twenty-five (25) years or more or had reached the age of sixty-five (65) on said date, shall be allowed to remain on the land in which they were living on said date, being allowed the use of two (2) acres for a homestead, at a rental of TEN AND NO/100 (\$10.00) per acre per year payable in advance on or before January 1 of each year and not later than January 10, until their death if they advise the Board of their intention and wish to continue living on the land.
15. The School Board has the right to terminate any lease for poor performance or production as detailed in the lease agreement.
16. Before expiration of a School Board land surface lease, staff will send out a request for proposals for use of the property. The School Board has the right to reject or not consider any proposal if it feels the future value of the property will be diminished by the activity or use being proposed for the site (i.e. waste dumping, land fill). The Board, by a majority vote, could continue the current use of the property or current lessee if the current use or lease renewal is in the best interest of the School System or property.

Adopted: 8/21/74  
Revised: 2/5/75  
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Revised: 11/2/88  
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LEGAL REFS.: LSA-R.S. 17.87 et seq.

Lafayette Parish Public Schools, Louisiana