

International Independence Institute
Robert Swann, Field Director
R F D 1 Box 197 B
Voluntown, Conn. 06384

DONE

J E W I S H N A T I O N A L F U N D

CONTRACT FOR LEASE OF A FARM

between

The Jewish National Fund

and

.

Land Register Office in	District.
Number of Request	Sub-District
Number of BookPage.	Town or Village
Number of Area.Plot.	
Number of Note..	

Contract for Lease of a Farm

drawn up and signed in on theof19. . . .
on the of 57. . . .

between

The Jewish National Fund - on behalf of the landowner - whose address
for the purposes of this contract is, referred to hereafter
as THE LANDLORD, on the one hand

and

Mr. of
Mr. of

both together and each separately, referred to hereafter as THE TENANT,
on the other.

1. In this contract THE HOLDING refers to the land known as:

Place	Area	Plot	Sections	In Area of Sections
-------	------	------	----------	---------------------

A total area of approximatelydunams, registered in the Land
Register at, and including trees, buildings, permanent
installations on it and also water rights, etc. connected with it and
to be added to it, and not including antiquities, quarries, oil, water
wells, stone and sand quarries, as detailed and marked in the colour.....
in the plan appended to this contract, signed by both parties and
constituting an inseparable part of it.

THE LANDOWNER.

Period of Lease - period commencing on . . . and ending on

2. AGREEMENT BETWEEN THE PARTIES

The landlord hereby leases to the tenant and the tenant rents from the landlord the holding for the period of the lease.

3. THE PURPOSE OF THE LEASE

The purpose of the leasing is the setting up of a farm by the construction of a dwelling for the tenant and the permanent settlement of the tenant on the holding, the setting up of farm buildings and utilization of the land for agriculture, on the specific condition that the tenant must not - unless otherwise stated in this contract - employ the holding for any other purpose.

4. RENT

a) Dependent on the conditions stated in para (b) the annual rent for the holding is IL (Israeli pounds).

b) The rent will be linked to the cost-of-living index. The calculation of rent according to the new index will be carried out every year on the first day of April of the same year. The cost-of-living index on the date of the commencement of the lease is.points (Basic index).

If the cost of living index should rise above the Basic index, the rent will be the basic rent as specified in para (a), increased at the same relative rate as the increase in the new index as compared with the basic index.

COST-OF-LIVING INDEX or INDEX - the index of prices, including fruit and vegetables, published by the Central Bureau of Statistics and Economic Research, including the same index if published by any other governmental institution and also including any official index which may replace it, whether drawn up according to the same data as the existing index or not. Should another index be introduced, the Central Bureau of Statistics and Economic Research will determine the ratio between it and the old index.

c) The TENANT undertakes to pay the annual rent every.....in advance, at the offices of the Landlord or any other location decided on by the Landlord.....

d) The TENANT undertakes to pay interest at the highest rate determined by law for the date of payment for any sum overdue from the date established for payment till the date of actual payment.

5. POSSESSION

a) The TENANT hereby confirms that he has received the leased property into his sole maintenance onand that he has seen it and accepts it in its present condition and waives all claims regarding said property.

b) The TENANT undertakes to safeguard the property against damage and trespassing and the LANDLORD is not responsible for any such damage and trespassing. In case of trespassing, the tenant undertakes immediately to employ all necessary means in order to restore the borders of the property to their condition before the trespassing.

6. REGISTRATION OF THE LEASE IN THE LAND REGISTER

- a) Dependent on the conditions of paras b and c of this section, the LANDLORD undertakes to register the lease in the Land Register Office within six months after the registration of the leased property in the Land Register in the name of the landowner and after the implementation of the division or separation necessary to enable it to be registered in the Land Register and after
- b) The TENANT will prepare the files in the Land Register Office, pay transfer taxes, the cost of preparing the files and any payment connected with the transfer without exception.
- c) The TENANT is aware that the leased property has not yet been registered in the name of the owners and/or as a result of the lack of Land Registers it is not possible to register the leasing to the benefit of the leased property as long as abovesaid registration has not been carried out/renewed. The LANDLORD undertakes to carry out all the activities for the registration of the leased property/renewal of the registration of the leased property in the Land Register - including surveying and preparation of maps - in accordance with conditions - at the expense of the TENANT. In addition the TENANT will bear the cost of any division regarding the property. The TENANT undertakes to pay the necessary sums to cover expenditure to the LANDLORD at the latter's demand.

7. UTILIZATION OF THE HOLDING

- a) During the period of the lease the TENANT may utilize the holding and act within it as if he were the owner; but he must only employ his rights within the limits of the specific conditions laid down in this contract of lease and for the purposes specified herein.
- b) So as to implement the aims of the leasing the TENANT is obliged to dwell permanently on the holding and is permitted to dig holes and wells for water in the ground, to use the water for irrigation purposes, to set up buildings directly needed for the purposes of the farm (and to build dwellings for himself), fences, to lay down paths and roads within it, to dig conduits, construct a drainage system, lay pipes, lay wires, arrange electrical installation, and carry out any other work in the ground which serves to further the aims of the said lease, on condition that he receives the necessary permits from the authorities.
- c) The Tenant undertakes to cultivate and utilize the entire area of the holding for agricultural purposes, to plant seedlings, to employ accepted agricultural methods and to maintain the cultivation during the entire period of the lease, and he is forbidden to do anything which may adversely affect its quality.
- d) The LANDLORD may, himself or through others, or permit another person or body to lay on, above or under the holding water pipes, conduits, drainage, gas pipes, electricity or similar installations. The TENANT undertakes to enable workers carrying out these works to enter the holding and carry out the necessary work and also such repairs as may be necessary from time to time. The TENANT will be entitled to compensation for any damage caused to the holding as a result of these works from the

LANDLORD and/or implementors of the work. If the parties cannot reach agreement regarding the amount of compensation, the sum will be determined by the Minister of Agriculture, or some other person appointed by him for this purpose.

8. RESPONSIBILITY OF THE TENANT FOR DAMAGE

a) From the date of receipt of possession as stated in Section 5, the tenant is responsible to the Government and also to any authority, including the owners, body or person for any transgression or damage caused, or fine, or compensation fixed as a result of the possession, utilization and management of the holding, work on it and any other activities in it or connected with it and the landlord bears no responsibility thereof.

b) The TENANT undertakes, during the period of the lease to carry out all the instructions of the law, and all regulations, instructions and demands of the government, the local authority and other authorities with regard to activity within the holding.

c) If the owners or the landlord should be called on to pay any sum whatsoever as a result of the reasons specified in para (a), the tenant undertakes to refund to the landlord within 14 days of receipt of the landlord's demand any sum paid by him including law-suit costs, and lawyers fees caused thereby and an account presented to the tenant by the landlord with regard to these expenditures will serve as sufficient proof of the veracity of the sum paid on prior condition that the landlord must inform the tenant at the earliest possible opportunity of any such demand, so as to enable the tenant to defend his rights.

9. TAXES AND DEVELOPMENT PAYMENTS

The tenant undertakes to pay all taxes, property tax and all compulsory payments due from the holding fromto the end of the period of the lease regardless of whether these are to be paid by the tenant or the owner. The tenant also undertakes to pay all development costs for the leased property, including those involved in the connecting of electricity, water, drainage installation, construction of roads and pavements etc. Should any of these sums be paid by the landlord, the tenant undertakes to reimburse the landlord within 14 days of demand.

10. TRANSFER OF THE LEASE.

The tenant may not lease, or sub-let or transfer the holding or any part of it or permit the use and/or possession of or other benefit from the holding or any part of it directly or indirectly unless he has obtained the permission of the landlord in advance in writing.

11. MORTGAGING OF THE RIGHT OF LEASE

The tenant may mortgage his right of lease of the property or any part of it, and mortgage the equipment, fruits, crops and income from the holding, on condition that he obtain the permission of the landlord in writing in advance.

12. INSPECTION

The landlord has the right, at any time, through his emissaries, experts or other representatives, to visit the holding or any part of it so as to examine the tenant's utilization of it.

13. VIOLATION OF THE AGREEMENT

a) If the tenant should violate or fail to carry out any instruction and/or undertaking specified in this contract, the landlord may render the contract null and void by notification in a registered letter, regarding the entire holding or any part of it.

b) Without affecting the generalities of the terms of para (a) the following will serve in particular as reasons for the voiding of the contract:

- 1) The utilization of the holding or any part of it for purposes other than that specified in the contract and/or contrary to Section 7 above.
- 2) Neglect to cultivate the holding or any part of it.
- 3) Arrears in payment of rent or any other payment for three years.
- 4) The transfer of rights contrary to Section 10 above.

c) If the landlord should wish to exercise his right according to this Section, he must give the tenant prior notice in a registered letter in which the tenant will be called on to correct or eliminate the violation within three months of the date of the notice.

14. COMPENSATION

If the tenant should violate any of the conditions of this contract, he will be obliged to compensate the landlord and/or owners for any damage, expense or loss incurred in connection with the holding by this violation. This order does not diminish but augments the landlord's right to cancel the lease in full or in part as stated in Section 13.

15. CHANGE OF THE DESTINED USE OF THE LAND

It is agreed between the parties that should the authorities change the destined use of the area of the holding or any part of it to non-agricultural aims by an authorized town-plan, the landlord may, despite all that has been stated in this contract, bring about the earlier termination of the period of lease of the holding or any section of it the destined use of which has been changed, by prior notice of at least one year. In this case the tenant has the right to demand of the landlord full compensation for the holding or any part of it the lease of which has been cancelled, according to its condition on the date of the termination of the lease by landlord's notification, excluding the value of the land. If the parties are unable to reach agreement regarding the sum of compensation, this will be determined by a government assessor, whose decision will be final. It is a specific condition that the lack of agreement on compensation will not postpone the tenant's obligation to hand over the holding or part of it, regarding which the lease has been cancelled, to the landlord.

16. CANCELLATION OF THE CONTRACT

Excepting the case specified in Section 15, in any case where the landlord exercises his right to cancel this contract with regard to the holding, the tenant undertakes to return it to the landlord without the latter being obliged to pay him compensation on condition that the landlord, if he lease the holding or part of it, after its return to him, to some other person, endeavor to obtain from the new tenant suitable compensation for the buildings, plantations, wells, installation or other investment, built, planted, dug, arranged or invested by the tenant and to hand this compensation over to the tenant immediately on receipt of the sum from the new tenant, to the extent that he receives it, after deduction of the sums owed by the tenant to the landlord according to this contract.

17. HANDING OVER OF THE HOLDING ON TERMINATION OF THE LEASE

a) On termination of the lease the tenant undertakes to return the holding to the landlord in good condition, clean and complete and undertakes not to uproot any plantation and/or destroy any building and/or take down any permanent installation.

18. LEGAL RELATIONSHIP UNTIL REGISTRATION OF THE LEASE

It is agreed between the parties that the exact area of the holding will be determined at the time of registration of the lease in the Land Register and that until the registration of the right of lease according to this contract in the Land Register the landlord grants the tenant the right of utilization and maintenance of the holding and all instructions in this contract regarding the lease and its condition will apply to the right of utilization; the tenant will be obliged to pay utilization fees for the holding to the same sum and under the same conditions as the rent.

MISCELLANEA

19. Both parties waive the necessity of sending notarial notices regarding this contract, and the violation itself of one of the conditions of this contract will serve instead of such notice.

20. No concession, granting of reduction, refraining from activity or granting of extension by the landlord to the tenant will be regarded as a waiving of his rights or will serve as cause for legal demands, unless he has specifically waived his rights in writing.

21. The landlord may transfer his rights under this contract without obtaining the tenant's permission. The tenant undertakes, in the event of such transfer, to fulfill all his obligations under this contract toward the recipient of the transfer.

22. The rights granted to the tenant under this contract are full remuneration for the tenant's investment in buildings, plantations, improvements, innovations etc in the holding resulting from his obligations under this contract.

23. The parties agree herewith that all the conditions of this contract are primary and equal conditions.

24. For the purposes of this contract the address of the parties will be:

a) The Landlord

b) The Tenant

Each party must immediately inform the other, by registered letter, of any change in address.

25. SPECIAL CONDITIONS

In witness thereof the parties have affixed their signatures:

TENANT

LANDLORD.

I hereby certify that on the of..... in the year..... Mr..... representative of the Jewish National Fund on the one hand, and Mr..... on the other hand, appeared before me and afterhad testified as to their character.they testified that the signatures and/or stamps on this note are theirs and this note was drawn up of their own free will and with their full knowledge and understanding of its contents.

.

DIRECTOR OF THE LAND REGISTER OFFICE

IN

This note has been registered in the Land Register Office at on.and given the numberin Land Register No. Page.No. of

The registration tax to the sum ofhas been paid for according to receipt No.. . . . of.

.

DIRECTOR OF THE LAND REGISTER OFFICE

IN