

# BUILDING AND/OR MACHINERY LEASING AGREEMENT

This agreement made in duplicate this \_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_.

**BETWEEN:**

\_\_\_\_\_  
(Lessor)

of \_\_\_\_\_  
(address)

in the Province of Manitoba, hereinafter called the “lessor” being the registered owner or purchaser under an Agreement described below,

and

\_\_\_\_\_  
(Lessee)

of \_\_\_\_\_  
(address)

in the Province of Manitoba, hereinafter called the “lessee”.

**WHEREAS** the parties hereto desire to carry on a capital lease agreement in the said district in the Province of Manitoba in a manner advantageous to each party and to use the capital (as described in Appendix A) to accomplish this purpose:

**NOW THIS AGREEMENT WITNESSTH** that in consideration of the mutual agreements and undertakings herein, the parties hereto covenant and agree with each other as follows:

**1. CAPITAL ITEMS:**

The lessor agrees to provide the lessee with the use and access to all the specified buildings for grain storage, farm machinery and equipment owned by the lessor and listed in Appendix A to this agreement.

**2. CAPITAL OPERATING EXPENSES:**

The lessee shall be responsible for the annual operating costs for the buildings, machinery and equipment, including fuel, oil, grease, licenses, insurance and repairs.

**3. CAPITAL MAINTENANCE AND USE:**

The lessee will maintain the buildings, machinery and equipment in good working condition, at the condition when the buildings, machinery and equipment was received minus the natural wear and depreciation incurred in the normal operating of the buildings, machinery and equipment during the duration of the lease. The buildings, machinery and equipment can only be used by the lessee for the operation of his farm and any machinery and equipment used to do custom work for outside parties to this agreement must be agreed to by the lessor.

**4. CAPITAL LEASE COST:**

The lessee will pay \$ \_\_\_\_\_ per annum for the use of buildings, grain storage, machinery and equipment owned by the lessor, and listed in Appendix A of this agreement. The payments shall be payable on \_\_\_\_\_.

**5. DURATION OF AGREEMENT:**

The within agreement shall continue in force from \_\_\_\_\_, A.D. 20\_\_\_\_ until \_\_\_\_\_ A.D., 20 \_\_\_\_\_.

**6. TERMINATION:**

The within agreement may be terminated by mutual consent of both parties or by written notice by either party to the other party three months prior to the end of the 20\_\_\_\_ calendar year thereafter.

**7. DEATH OF EITHER PARTY:**

The terms of this agreement shall be binding upon the heirs, executors, administrators and assigns of each party in like manner as upon the original parties to the agreement.

**8. ARBITRATION:**

In the event of a dispute over the interpretation of the terms of the within agreement, both parties shall mutually agree to a third party to decide the dispute whose decisions shall be binding on the two parties.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

(Witness)

}  
}  
}  
}  
}  
}  
}

\_\_\_\_\_  
(Signature of First Party)

\_\_\_\_\_  
(Signature of Second Party)

**APPENDIX A**

**Building and/or Machinery and Equipment Provided by Lessor**

Item	Year	Description