



RIVERSIDE COUNTY AGRICULTURAL COMMISSIONER'S OFFICE

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RUBEN J. ARROYO
AGRICULTURAL COMMISSIONER
SEALER OF WEIGHTS AND MEASURES

April 11, 2018

To: Riverside County Certified Producers

Subject: Lease Agreements

This letter is to remind you that every certified producer who grows on leased land must provide the County Agricultural Commissioner (CAC), at the time of application, or renewal of a certified producers' certificate with a copy of the current notarized written lease agreement. The agreement should follow the attached requirements for farm leases. If our office has a current farm lease agreement on file, no further action is necessary.

The Riverside County Agricultural Commissioner's Office **will not issue nor renew** any Certified Producers Certificates without a having a current lease agreement on file for each operation farming on leased land.

Attached, is a template of a lease agreement, the lease agreement requirements and Food and Agricultural Code Section 47000.5 for your reference.

If you have any questions or need clarification, please call this office at (951) 955-3035. Thank you for your attention to this matter.

Sincerely,
Ruben J. Arroyo
Agricultural Commissioner/Sealer

By: Delia J Cioc
Deputy Agricultural Commissioner/Sealer

Certified Producer Lease Agreement

This agreement certifies that the property described below has been leased for the purpose of production agriculture, and that the leasee named below will be responsible for all production agriculture activities performed on this property for the duration of the lease.

Property Address:			
Assessor's Parcel Number (APN):			
Specific dimensions of property permitted for agricultural production: (ex: the 66 by 660 foot area covering all ground between the residential structure and the western edge of the property.)			

Name of property owner (print):			
Purchase price of lease:		Date of lease signing:	
Starting date of lease:		Ending date of lease:	

This agreement also certifies that the leasee shall:

- Assume all financial risks associated with producing agricultural products; and
- Meet the definitions of Food and Agriculture Code §47000.5; and
- Enter into this agreement prior to planting of annual and biannual crops; and
- Enter into this agreement prior to or within 30 days after preparing perennial field crops for subsequent cropping pattern; and
- Enter into the agreement prior to the bloom of any tree and vine crops; and
- Perform agricultural production activities on the leased land described above; and
- Provide additional documentation to the County Agricultural Commissioner as required.
- Immediately report any changes in the lease to the Riverside County Agricultural Commissioner's Office.

Property Owner (print)	Property Owner Signature	Date
Leasee (print)	Leasee Signature	Date

ACKNOWLEDGMENT

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

REQUIREMENTS FOR FARM LEASES

Every Certified producer who grows on leased land must provide the County Agricultural Commissioner (CAC), **at the time of application**, with a copy of the current notarized written lease agreement which shall contain the following:

- A clear and concise accurate description of the lease property. The description shall include:
 - Present use of the property
 - Dimensions
 - Location, including the assessor's parcel number (APN)
- The purchased price (cost) of the lease; and
- The beginning and ending dates of the lease; and
- The date of the agreement; and
- Signatures of all parties involved; and
- A guarantee of the signatures on the agreement by a notary public executed at the time of signing by all Parties. The notarized signatures on the agreement of all executing the agreement.

To qualify for a certificate the producer who leases land shall:

- Assume all financial risks associated with producing agricultural products; and
- Shall meet definitions of Food and Agricultural Code §47000.5¹; and
- Enter into the agreement prior to planting of annual and biannual crops; and
- Enter into the agreement prior to or within 30 days after preparing perennial field crops for the subsequent cropping pattern; and
- Enter into the agreement prior to bloom of the tree and vine crops; and
- Perform agricultural production upon the leased land, which is the subject of the agreement; and
- Provide additional documentation as required²

Report any changes in lease immediately to the CAC, Changes in the terms of the lease agreement may invalidate a Certified Producer's Certificate issued under such terms. Return all embossed certificate copies to The CAC when invalidated.

¹ Reference: *Food and Agricultural Code Section 47000.5*

² Reference: *California Code of Regulations, Title 3, Sections 1392.5 (c) and 1392.9.2*

California Code, Food and Agricultural Code (Formerly Agricultural Code) - FAC - FAC CA FOOD & AG § 47000.5

The following definitions apply to this chapter, unless otherwise specified:

(a)(1) "Agricultural product" means a fresh or processed product produced in California, including fruits, nuts, vegetables, herbs, mushrooms, dairy, shell eggs, honey, pollen, unprocessed bees wax, propolis, royal jelly, flowers, grains, nursery stock, raw sheared wool, livestock meats, poultry meats, rabbit meats, and fish, including shellfish that is produced under controlled conditions in waters located in California.

(2) Products that are characterized as services, arts, crafts, bakery, candies, soaps, balms, perfumes, cosmetics, pottery, clothing, fabrics, pastas, compost, fertilizers, candles, ceramics, foraged foods, and types of wares are not agricultural products for purposes of this chapter. A product that combines an agricultural product with a nonagricultural product or service in a manner that materially increases the purchase price of the product shall disqualify the product from being sold as an agricultural product for purposes of this chapter.

(b) "Practice of the agricultural arts" means the undertaking of being predominantly responsible for the decisions and actions encompassing the various phases of producing an agricultural product. The practice of the agricultural arts for fruit, floral, nut, vegetable, and other plant products includes directive or actual responsibility for all the actions of planting, growing, fertilizing, irrigating, cultivating, pest control, and harvesting. The practice of the agricultural arts for agricultural animal products includes directive or actual responsibility for a substantial time of the raising, feeding, veterinary care, and product harvesting.

(c) "Producer" means a person, partnership, corporation, or an otherwise legally formed farm or ranch that produces agricultural products by the practice of the agricultural arts upon land that the person or entity owns, rents, leases, sharecrops, or otherwise controls and has the documented legal right to possession. A person or entity that rents, leases, or otherwise acquires the right to possession of property essentially only for or limited to the period of the harvest season of the agricultural products produced on that property shall not be considered a producer under the provisions of this chapter.