

**Franklin Community School Corporation**

**Property Usage Contract**

Owner: Franklin Comm. School Corp.

Operator: Joe Bill Misiniec Year: 2026

**Term of Lease**

Beginning January 1, 2026, and ending the last day of December, 2026. Continuing thereafter from year to year, unless terminated by either party on or before September 1st effective the following March 1st.

**Available Acreage**

There are 36.1 contract acres available located east of Franklin Community High School.

The following housing, buildings and storage structures located on the Real Estate may be used by the Operator for the following purposes:

Structure	Purpose
_____	_____
_____	_____
_____	_____

In the event of damage or destruction of buildings or structures listed above the Owner will have the option to repair or replace them, or provide their functional equivalent for the purpose described above within a reasonable period of time, or make adjustments to the terms of this lease in lieu of replacement.

**Cash Rent**

Operator agrees to pay the Owner cash rent for the use of the Real Estate as follows:

Description	Amount
Cropland	36.1 acres @ <u>\$220.00 per acre</u>
Established Hay Land	_____ acres @ \$_____
Pasture	_____ acres @ \$_____
Total Annual Rent	\$ <u>7,942.00</u>

The cash rent shall be due and payable as follows:

December 1, 2026 Due Date	<u>\$7,942.00</u>	Amount
_____ Due Date	_____	Amount
_____ Due Date	_____	Amount
_____ Due Date	_____	Amount

Expenses

No expense shall be incurred by the Operator for or on account of the Owner without first obtaining written permission from the Owner. The Operator agrees to take no actions that might cause a mechanic's or other lien to be imposed upon the Real Estate and agrees to indemnify the Owner if actions are taken by the Operator that result in such a lien being imposed.

Operator's Duties

Operator agrees to operate the farm in an efficient and workmanlike manner, control weeds and brush in the fields, fence rows, and road ditches, provide proper maintenance to control erosion and maintain waterways and tiles, and building lots and all other areas of the farm where access is possible. Operator agrees, on termination of the lease, to yield prompt possession of the farm to the Owner.

Transfer of Interest

The operator agrees not to lease or sublet any part of the Real Estate nor assign this lease to any other person, nor sublease any or all of the property described herein without prior written permission of the Owner. This lease shall be binding upon the heirs, assignees, or successors in interest of both parties. If the Owner should sell or otherwise transfer title to the Real Estate, the Owner will do so subject to the provisions of this lease.

Right of Entry

The Owner reserves the right to enter the premise at any time for any reason. Upon notice of the lease termination, the Operator agrees to permit the Owner or the Owner's lessee or agent to enter the premise to do customary tillage and operations on any land from which the current crops have been removed.

Violation of Terms

If the Operator fails to keep any agreement contained in this lease, the lease shall then terminate and the Owner or legal representative shall have the right to take immediate possession of the premises.

Indemnification

Operator agrees to indemnify and hold Owner harmless from any cost, claim, demand, loss, suit or judgment asserted or brought against Owner occurring as a result of Operator's performance of the agreements contained herein. This indemnification shall be construed as broadly as possible pursuant to Indiana law and shall, without limitation, require Operator to defend, at Operator's expense, any suits brought against Owner occurring as a result of the performance of this agreement by Operator, and further, Operator shall pay and hold Owner harmless on any judgment which might be entered in any suit brought by any person for any reason based upon Operator's performance of the terms of this agreement.

In Witness whereof, we agree to the terms and conditions of this lease and we affix our signatures on this 9th day of February, 2026

Joe Bill Misiniec  
Operator (Print Name)

\_\_\_\_\_  
Operator (Signature)

Debbie Gill  
Owner (Print Name)

  
\_\_\_\_\_  
Owner (Signature)

\_\_\_\_\_  
For (Business entity)

Franklin Community Schools

998 Grizzly Cub Dr, Franklin, In 46131

\_\_\_\_\_  
Address

Address

\_\_\_\_\_  
Telephone

317-346-8700  
\_\_\_\_\_  
Telephone