Land and Conservation Management Partnership Agreement

1. Parties and property

Management Partner: Level Up With Your Land

Agreement commencement date:

Landowner/Leaseholder full name:

Address and email: email:

Property address:

County and state:

Parcel number and approximate acreage:

FSA farm number: Tract number:

Complete only if the farm or tract number is registered in a business name:

Business legal name:

Entity type and formation state:

Business address and email:

Authorized representative and title:

The Landowner/Leaseholder confirms authority to authorize the project, will disclose existing leases, restrictions, and funding commitments, and will obtain required consents. Level Up With Your Land will serve as the land management partner and consultant for authorized activities in coordination with the Landowner/Leaseholder.

2. Ownership and project authorization

You retain your existing ownership or leasehold rights. You authorize Level Up With Your Land and its qualified providers to access the identified property, with reasonable notice, and to assist with managing conservation project(s), including installation and construction thereof.

Activities must comply with existing property rights, funding requirements, permits, and agency approvals. This agreement transfers no property ownership and authorizes no sale, mortgage, or lien. It does not expand a leaseholder's rights or establish agency acceptance of project authority.

3. Service term and support

Preliminary planning and application assistance begin under this agreement. Funding is estimated to begin six to eighteen months after commencement, but funding and timing are not guaranteed.

The five-year service term begins when the approved project first receives funding. The parties will record the start date and end date by written amendment. Preliminary assistance does not reduce the five-year term.

Level Up With Your Land will provide a project roadmap and contact, coordinate qualified providers, track deadlines, maintain records, explain requirements, and help address project problems. At least annually, we will review suitable practices and funding opportunities and plan how eligible activities can complement one another over time.

Opportunities remain subject to eligibility, compatibility, funding availability, and approval. Participant obligations may continue beyond our service term; additional services require written agreement.

4. Responsibilities and management authority

The Landowner/Leaseholder will provide accurate information, complete required paperwork as a partnership, cooperate with approved management and inspections, honor funding contracts and maintenance requirements, attend our land management and training classes, and promptly report agency notices, problems, proposed property transfers, or inability to continue.

Before voluntarily canceling or materially changing a funding contract, changing project land use, or removing a funded practice, the Landowner/Leaseholder must consult Level Up With Your Land and obtain its written agreement and required agency approvals. Agreement to necessary safety, legal, or agency changes will not be unreasonably withheld. Direct agency communication, truthful reporting, and mandatory rights remain protected.

Level Up With Your Land has management authority over contract budgets, vendors, hiring, scheduling, spending, and changes within the documented project and authorized funding. We will use qualified providers, verify applicable Technical Service Provider certification, disclose material financial relationships, and follow funding requirements.

This authority does not permit personal debt, direct payment obligations, or signing agency documents for the participant without separate written authorization. Each party will exercise reasonable care and is responsible for harm caused by its negligence, misconduct, or breach and by persons under its control. Providers must carry legally required insurance.

5. Funding and costs

Direct compensation from the Landowner/Leaseholder for the assistance described is not required. Management, technical, and installation services will be paid for through Farm Fortitude, our funding partner, from secured funding once a landowner contract is approved. This agreement creates no automatic percentage entitlement to an award.

Separate provider or business costs require approved written arrangements. Any direct contribution from the Landowner/Leaseholder requires separate written acceptance.

We will provide a work plan identifying the applicant, operator, scope, budget, payment responsibilities, schedule, maintenance and repayment duties, and ownership and treatment of improvements.

The eligible participant must sign required agency documents. Work requires applicable approvals or valid written early-start authority. Funding and earnings are not guaranteed. Assistance, loans, and business revenue must be accounted for separately; prohibited duplicate payments are not allowed.

6. Business opportunities

Level Up With Your Land may propose agribusiness models and participation as a business partner, manager, investor, or co-owner of a separate business. Participation is optional.

Before either party commits money or begins business operations, a separate written agreement must define contributions, ownership, management, profits and losses, and exit terms. This provision grants no land ownership or automatic right to government funding. Ventures must comply with property restrictions and funding requirements.

7. Continuity and ending the agreement

If the Landowner/Leaseholder cannot continue, promptly notify Level Up With Your Land and allow the first opportunity to propose continued management or an eligible contract transfer before voluntary cancellation, subject to agency deadlines.

Assumption requires Level Up With Your Land's eligibility and agreement and agency approval. The existing participant remains responsible until an approved transfer takes effect; existing liability is released only as determined by the agency.

There is no unilateral termination for convenience during the five-year service term. This agreement may end by mutual written agreement, for material breach after written notice and 30 days to cure, or as required by law. Unsafe or unlawful activity may be suspended immediately.

Ending does not cancel funding obligations. The parties will secure the site, exchange records, return property, and reconcile authorized costs. A property sale or lease transfer does not automatically transfer this agreement or a funding contract.

8. General terms

Both parties will protect confidential information and receive relevant project records. Notices must use documented delivery or acknowledged email. Disputes will first be addressed through good-faith discussion. Governing state and venue:

This agreement creates no general partnership or separate business entity. Amendments require both parties' written agreement. Mandatory law and agency contracts control in a conflict; remaining lawful provisions continue. Electronic signatures and counterparts are permitted.

9. Signatures

Landowner/Leaseholder signature (typed)

Date

Level Up With Your Land representative (typed)

Date

Representative printed name / title

Typed signatures are editable text; authenticated digital signing requires a PDF signing application.