

LAIE HAWAII CROPS WELFARE FARM
POLICY AND LAND USE AGREEMENT
(Laie Hawaii Stake and Laie Hawaii North Stake)
For the Period January 1 through December 31, 2013

1. **CHURCH STANDARDS.** All farmers are expected to live by Church standards.
2. **A PRIVILEGE, NOT A RIGHT.** Use of land in the Laie Hawaii Crops Welfare Farm is a privilege, not a right, and is granted without the rights of ownership to members of the Church of Jesus Christ of Latter-day Saints only. No charges are made for rent. The Farm Operating Committee (FOC) reserves the right to modify or change the terms and conditions of the contract with sole and absolute discretion at any time. Each farmer is expected to honor these terms and conditions.
3. **NO GUARANTEED CONTINUATION.**
 - a. There is no guarantee of continued use of the Farm.
 - b. Farmers continuing from year to year must sign a new contract with their bishop every year before January 31st except for next year 2013. They will have until December 31, 2012.
4. **NO ONE RESPONSIBLE FOR THE RISKS OF FARMING.** The Church of Jesus Christ of Latter-day Saints, the Laie Hawaii Crops Welfare Farm, FOC, agents, related entities and property owners will not be held responsible for damage to crops, etc., due to natural elements or causes (including wild pigs) and will be held harmless from all claims. This will also be true of personal injury while in the Farm.
5. **THE FARM MANAGER.** A Farm Manager is selected to manage the Farm. He is to oversee all matters regarding the farm under the direction of the FOC. Farmers and their immediate families are to cooperate with the Farm Manager at all times.
6. **ASSIGNMENT OF PLOTS OF LAND.**
 - a. Assignment of land to farmers and the designation of boundaries is solely the responsibility of the FOC. Farmers are not to change boundaries without approval of the FOC.
 - b. Assigned plots of land are for the use of the farmer and his/her immediate family only (self, spouse, single children). Married children who live in the two stakes should obtain their own plots to farm. No farmer can transfer use of land to anyone else. Farmers cannot transfer use of the plots contracted to them to anyone else.
 - c. When a farmer moves to a new plot, he or she will be given 6 months to harvest the crops in the plot being vacated. After this 6 month period, all the crops in the old plot will come under the jurisdiction of the FOC.
7. **STRUCTURES ON THE FARM.** Plots are for crops only. No buildings, vehicles, boats, shacks, sheds, heavy equipment, or animals are to be kept on the property. No one is allowed to sleep in the Farm. Farmers are encouraged to take tools home with them. Those who violate this will immediately lose the use of their key card. It will be considered a lost card and the farmer must pay \$20.00 and re-commit to abide by the policy, to get a new card. Those who disregard this paragraph for the 2nd time will lose use of the key card for four months and must pay \$50.00 to get a new card. They must also agree not to put up any more structures. Further violation of this policy will result in the farmer losing the privilege to farm.

Farm Agreement for the period January 1 through December 31, 2013

8. CROPS.

- a. Only crops which can be harvested within one year (and only in an assigned plot) may be grown. Existing trees (coconuts, avocados, ulus, oranges, etc) and other types of plants are under the jurisdiction of the FOC.
- b. Each farmer is to report his/her annual harvest/yield to the FOC.
- c. Bishops who receive excess crops from farmers will use them to help the needy in their wards. The selling, trading or use of crops for fund raising (e.g. plate lunches, caterings, etc.) is a serious violation of the principles for which the farm exists and may lose the responsible farmer his farming privileges.

9. GUNS. No guns or firearms are allowed on the Farm.

10. WATER. Non-potable water (water not fit for drinking) is provided without charge for watering plants. The quantity and distribution are not guaranteed. Watering times are scheduled and the farmer agrees to abide by them.

11. NO FIRES! Fires, for cooking purposes only, are permitted only in the designated Farm imu areas. A violation may result in heavy fines (up to \$10,000) against the Farm. Imu preparation should always be done carefully and under close supervision.

12. LAND MAINTENANCE.

- a. Farmers are expected to periodically assist in the repair and maintenance of roadways, streams, and irrigation systems.
- b. Farmers will keep their plots free of junk, refuse, debris, weeds and diseased plants. Compost piles may be cultivated. Cans, bottles, plastics, and other refuse are to be hauled off the Farm.
- c. Farmers may not use or store pesticides as these violate State law. Farmers must use approved chemicals according to instruction and in conformance with the law. In most cases, this requires the services of a person licensed to use the particular chemical(s).
- d. Farmers may not remove any soil from the farm. Leaves and crops may be recycled back into the soil.
- e. The Farm Manager has the right to treat, kill and remove any and all diseased crops.
- f. Any farmer who allows his/her plot to lay idle (no productive activity) for more than 4 months will lose the use of the plot. Just clearing the land every 4 months is not considered productive activity.

13. ACCESS TO THE PROPERTY.

- a. The FOC, Farm Manager, and bishops have unrestricted access to the Farm to check on things.
- b. Each farmer is provided with a card-key for access after he signs the contract. This key is to be used only for access by the farmer and those mentioned in #4 above. Farmers may not let anyone follow them through the gate. A farmer who loses his key will be charged \$20.00 for the first replacement and \$50.00 for a second replacement. Keys are valid until January 31, 2013.
- c. Farmers have access to the property during specific hours, which may be changed from time to time. Rain or other dangerous conditions may affect access.
- d. The Farm will be closed until noon on General Conference Saturdays.

14. SUGGESTIONS OR CONCERNS. When a farmer has a suggestion or concern regarding the Farm, he or she should speak to his/her bishop.

Farm Agreement for the period January 1 through December 31, 2013

THIS AGREEMENT IS FOR THE PERIOD OF JANUARY 1 THROUGH DECEMBER 31, 2013

First Name: _____ **Family Name:** _____

Tel # _____ **Address:** _____

City: _____ **Ward:** _____

After meeting with my bishop and discussing the terms of this agreement, I agree to abide by all the guidelines regarding the Farm. I understand that if my contract is not renewed at the end of this agreement that I must surrender the use of the property immediately and leave peaceably. I must also remove all personal items.

Signature of Bishop

Date

Signature of Farmer

Date

***Give a copy of this completed and signed form to the bishop and the farmer. Email PAGE 3 ONLY to theodoremaeda@gmail.com for the Farm Operating Committee. Page 3 may also be delivered to 55-133 B Poohaili St., Laie, HI 96762).**
