

TENNESSEE STATE BUILDING COMMISSION
STREAM Crop Lease Procedures

Procedures for Crop Leases

1. Surplus and Lease Type Determination. Upon request of an agency for a crop lease arrangement, STREAM shall review the request to confirm that concurs such an arrangement is in the best interests of the State.
2. Preparation of the Invitation to Bid. The invitation to bid for a crop lease and all accompanying information provided to potential bidders shall be prepared on forms which have been previously approved by the State Building Commission. Such bid forms shall include, at a minimum, the location of the land to be leased; the terms and conditions of any lease; the date, time and place of the bid opening; and a contact person regarding the bid. Sealed bids shall be required.
3. Notification to Potential Bidders. In all cases, STREAM shall provide notice to the public that STREAM desires to lease property as part of its crop lease program by posting notice of its desire to lease such property on STREAM's website. In addition, (a) if the property does not have direct access to a public road, then STREAM shall send written notice of its intent to lease the property to all adjoining landowners; and (b) if the property does have direct access to a public road, then STREAM shall cause a notice of STREAM's desire to lease the property to be published in a local publication at least two (2) times in a two (2) week period (but with at least 5 days between each publication) and in at least one (1) prominent location on the property. All notices provided pursuant to this section, including notices published in local publications shall include, at a minimum, the location and acreage of property, the term of the lease, the bid opening date, and the contact person for additional information.
4. Bid Opening. No bids shall be opened until the published bid opening date, which date shall be no earlier than ten (10) business days after notice was provided in accordance with Section 3 above. If no bids are received, STREAM may, in its discretion, pursue the lease of the property under the published lease terms with persons owning land adjacent to the property or with whom STREAM has entered into other crop leases. If STREAM is unsuccessful in leasing the property pursuant to the terms of this Section 4 but still desires to continue to lease the property under the crop lease program, then STREAM must issue a new invitation to bid and recommence the process set forth in this policy. If such new invitation to bid includes different terms and conditions than those originally sought, STREAM shall properly document the rationale for each different term or condition.
5. Crop Leases. All crop leases shall be on a form of lease approved by the State Building Commission. Leases may not have terms of longer than five (5) years. To be effective, crop leases must be signed by both parties and notarized.
6. Written Records. STREAM shall maintain in its central office written records which are organized and maintained in such a manner as to allow for an accurate and efficient audit of the crop lease program. Such written records shall include, at a minimum, for each lease:

- a. A copy of the agency request and written STREAM concurrence as to the appropriateness of a crop lease arrangement;
- b. A copy of the published notice of STREAM's intent to lease the property or an affidavit of publication from an authorized representative of the local publication that the notice was published and listing the dates of such publication;
- c. If the property has no direct access to a public road, a written statement of such fact or copy of a map showing the lack of access and a copy of all notices sent to adjacent landowners;
- d. A copy of all invitation(s) to bid and all accompanying documentation published or otherwise provided to potential bidders in connection with the lease procurement;
- e. A copy of the winning bidder's bid;
- f. A summary sheet signed by the STREAM employee who handled the bid opening indicating the names of all bidders and the amounts of their bids;
- g. A written record of the cash rental income received by STREAM under the terms of a Revenue Lease at each harvest;
- h. A written record of any personal injury, property damage or other issues at the property;
- i. The original, fully executed lease; and
- j. A copy of the evidence of liability insurance.