

Pasture Lease



**North Central Regional Extension
Publication No. 109¹ (Revised 1997)**

This form can provide the landlord and tenant with a guide for developing an agreement to fit their individual situation. This form is not intended to take the place of legal advice pertaining to contractual relationships between the two parties. Because of the possibility that an operating agreement may be legally considered a partnership under certain conditions, seeking proper legal advice is recommended when developing such an agreement.

This lease entered into this _____ day of _____, 19 _____, between
_____, landlord, of _____
(pasture owner) _____
(address)

_____, spouse, of _____

(address)

hereafter known as "the landlord," and

_____, tenant, of _____
(livestock owner) _____
(address)

_____, spouse, of _____

(address)

hereafter known as "the tenant."

I. PROPERTY DESCRIPTION

The landlord hereby leases to the tenant, to occupy and use for pasture purposes, the following described property: _____

consisting of approximately _____ acres situated in _____ County (Counties), _____ (State) and on any other land that the landlord may designate by mutual written agreement.

II. GENERAL TERMS OF LEASE

A. Term. [If a continuing lease is desired, use paragraph (1) and strike out (2).]

(1) Continuing lease — The term of the lease shall be _____ year(s), commencing on the _____ day of _____, 19_____, and shall continue in effect from year to year thereafter (as an annual lease) unless written notice of termination is given by either party to the other at least _____ days prior to expiration of this lease or the end of any year of continuation. If a definite term is desired, use paragraph (2) and strike out paragraph (1). No notice of termination is necessary if paragraph (2) is used. (Note: State laws differ on the duration of agricultural leases.)

(2) Annual lease — The term of this lease shall be _____ year(s), commencing on the _____ day of _____, 19_____, and ending on the _____ day of _____, 19_____.

B. Review of lease. A request for general review of the lease may be made by either party at least _____ days prior to the final date for giving notice to terminate the lease.

C. Amendments. Amendments and alterations to this lease shall be in writing and shall be signed by both the landlord and tenant.

D. No partnership created. This lease shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent, except as specifically provided in this lease.

E. Binding on heirs. The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant in like manner as upon the original parties, except as provided by mutual written agreement otherwise.

F. Transfer of property. If the landlord should sell or otherwise transfer title to the farm, such action will be done subject to the provisions of this lease.

G. Right of entry. The landlord, as well as agents and employees of the landlord, reserve the right to enter the farm at any reasonable time for purposes (a) of consultation with the tenant; (b) of making repairs, improvements, and inspections; and (c) after notice of termination of the lease is given, of performing customary seasonal work, none of which is to interfere with the tenant in carrying out regular operations. Landlord also may request right of entry to hunt and fish.

H. Additional agreements regarding term of lease:

¹ For more information see *Pasture Rental Arrangements for Your Farm*, NCR publication number 149.

I. Animal units (maximum allowable). Not more than _____ animal units shall be kept in the pasture at any one time without the express written consent of the landlord. Deliberate violation of this provision shall constitute grounds for termination of this lease. (In general, each 1,000 pounds of average weight shall be one animal unit. If the pasture owner and the owner of the livestock prefer, they can use the following basis for calculating animal units: one bull, 1.25 animal units; one 1,000-pound cow, 1 animal unit; one yearling steer or heifer, 0.75 animal unit; calf, 6 months to 1 year, 0.5 animal unit; 3 to 6 months, 0.3 animal unit; sheep, 5 per animal unit; horse, 1.25 animal unit.)

Stocking rate	Number head	Number animal units
Bulls	_____	_____
Cows	_____	_____
Yearling steers	_____	_____
Yearling heifers	_____	_____
Calves, 6 to 12 mos.	_____	_____
Calves, 3 to 6 mos.	_____	_____
Other	_____	_____

III. OPERATION AND MAINTENANCE

- A. The livestock owner agrees:
- (1) Not to pasture livestock that continue to break through fences. Should any animal be found outside the pasture on at least three occasions, the pasture owner may request its removal.
 - (2) Not to assign rights and duties under this lease without the written consent of the pasture owner.
 - (3) Not to put any cattle in pasture without getting specific approval from the pasture owner in advance regarding number, health, sex, breed, and age.
 - (4) To furnish health certificates as follows:

- B. Both agree:
- (1) Not to obligate the other party. Neither party hereto shall pledge the credit of the other party hereto for any purpose whatsoever without the consent of the other party. Neither party shall be responsible for the debts or liabilities incurred, or for damages caused by, the other party.
 - (2) Responsibilities. Additional responsibilities for each party shall be divided as follows:

	Landlord	Tenant
Inspect fences not less than once per _____ .	_____	_____
Furnish labor for repair of fences.	_____	_____
Furnish materials for repair of fences.	_____	_____
Supervise supply of water to livestock.	_____	_____
Furnish labor for repair of water system.	_____	_____
Materials for repair of water system.	_____	_____
Furnish salt & mineral	_____	_____

	Landlord	Tenant
Count livestock not less than once per _____ .	_____	_____
Return stray animals to pasture.	_____	_____
Call veterinarian in case of emergency.	_____	_____
Pay veterinary expenses.	_____	_____
Provide loading and unloading facilities.	_____	_____
Furnish supplementary feed, if needed.	_____	_____
Notify other party of shortage in count _____ .	_____	_____
Provide facilities for fly control.	_____	_____
Keep fly-control facilities in working order.	_____	_____
Liability insurance.	_____	_____

(3) Additional agreements:

IV. RENTAL CALCULATIONS AND PAYMENT SCHEDULE

(Use method I, II, or III and strike out the two methods not used.)

Method I — The tenant owner agrees to pay \$ _____ per acre for use of the property described in paragraph I. Total rent of \$ _____ shall be paid as follows:

- \$ _____ on or before _____ day of _____ (month)
- \$ _____ on or before _____ day of _____ (month)
- \$ _____ on or before _____ day of _____ (month)
- \$ _____ on or before _____ day of _____ (month)

If rent is not paid when due, the tenant agrees to pay interest on the amount of unpaid rent at the rate of _____ percent per annum from the due date until paid.

Rental adjustment. Additional agreements in regard to rental payment:

Method II — The livestock owner agrees to pay the rates outlined in Table 1 (the period may be a month, pasture season, or year).

The minimum rent shall be \$ _____. Such rent shall be required regardless of whether or not livestock are actually being pastured. The total rent of \$ _____ (from Table 1) shall be paid as follows:

- \$ _____ on or before _____ day of _____ (month)
- \$ _____ on or before _____ day of _____ (month)
- \$ _____ on or before _____ day of _____ (month)
- \$ _____ on or before _____ day of _____ (month)

If rent is not paid when due, the tenant agrees to pay interest on the amount of unpaid rent at the rate of _____ percent per annum from the due date until paid.

Table 1 — Rental rates

	Number		Rental rate per period	=	Total rent per period
Bulls	_____	X	\$ _____	=	\$ _____
Cows	_____	X	\$ _____	=	\$ _____
Yearling steers	_____	X	\$ _____	=	\$ _____
Yearling heifers	_____	X	\$ _____	=	\$ _____
Calves, 6 to 12 mos.	_____	X	\$ _____	=	\$ _____
Calves, 3 to 6 mos.	_____	X	\$ _____	=	\$ _____
Other	_____	X	\$ _____	=	\$ _____
TOTAL RENT					\$ _____

Rental adjustment. Additional agreements in regard to rental payment:

Method III — Other rental arrangements (share-of-gain, etc.)

V. ARBITRATION OF DIFFERENCES

Any differences between the parties as to their several rights or obligations under this lease that are not settled by mutual agreement after thorough discussion, shall be submitted for arbitration to a committee of three disinterested persons, one selected by each party hereto and the third by the two thus selected. The committee's decision shall be accepted by both parties.

Executed in duplicate on the date first above written:

 (tenant/livestock owner)

 (landlord/pasture owner)

 (tenant's spouse)

 (landlord's spouse)

STATE OF _____

COUNTY OF _____

On this _____ day of _____, A.D. 19_____, before me, the undersigned, a Notary Public in said State, personally appeared _____,

_____, _____, and _____ to me

known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

 Notary Public

North Central Regional Extension publications are subject to peer review and prepared as a part of the Cooperative Extension activities of the thirteen land-grant universities of the twelve North Central States, in cooperation with the Extension Service—U.S. Department of Agriculture, Washington, D.C. The following universities cooperated in making this publication available:

University of Illinois
Ag. Publication Office
69 Mumford Hall
Urbana, IL 61801
(217) 333-2007

Purdue University
Publication Mailing Room
301 S. Second Street
Lafayette, IN 47905-1232
(317) 494-6795

Iowa State University
Publications Distribution
Printing & Pub. Bldg.
Ames, IA 50011-3171
(515) 294-5247

Lincoln University
Cooperative Extension Service
900 Moreau Drive
Jefferson City, MO 65101
(314) 681-5557

* Kansas State University
Distribution Center
Umberger Hall
Manhattan, KS 66506-3400
(913) 532-5830

Michigan State University
Bulletin Office
10B Ag. Hall
East Lansing, MI 48824-1039
(517) 355-0240

University of Minnesota
Distribution Center
3 Coffey Hall, 1420 Eckles Ave.
St. Paul, MN 55108-6064
(612) 625-8173

University of Missouri
Extension Publications
2800 McGuire
Columbia, MO 65211-0001
(314) 882-2792

University of Nebraska
Dept. of Ag. Comm.
Lincoln, NE 68583-0918
(402) 472-3023

North Dakota State University
Ag. Communications
Box 5655, Morrill Hall
Fargo, ND 58105
(701) 237-7881

Ohio State University
Publications Office
385 Kottman Hall
2021 Coffey Rd.
Columbus, OH 43210-1044
(614) 292-1607

South Dakota State University
Ag. Comm. Center
Box 2231
Brookings, SD 57007-0892
(605) 688-5628

University of Wisconsin
Cooperative Extension Publications
Rm. 245
30 N. Murray Street
Madison, WI 53715-2609
(608) 262-3346

* *Publishing university*

For copies of this publication and other North Central Regional Extension publications, write to: Publications Office, Cooperative Extension Service, in care of the university listed above for your state. If they do not have copies or your university is not listed above, contact the publishing university as indicated by an asterisk.

Programs and activities of the Cooperative Extension Service are available to all potential clientele without regard to race, color, national origin, age, sex, religion, or disability.

In cooperation with the NCR Educational Materials Project.

Issued in furtherance of Cooperative Extension work, Acts of Congress on May 8 and June 30, 1914, in cooperation with the U.S. Department of Agriculture and Cooperative Extension services of Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin. Richard D. Wootton, Associate Director, Cooperative Extension Service at Kansas State University, Manhattan, Kansas.