

## CASH FARM LEASE

THIS LEASE is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,

between \_\_\_\_\_, landlord, of \_\_\_\_\_ (Address)

and \_\_\_\_\_, tenant, of \_\_\_\_\_ (Address)

### A. PROPERTY RIGHTS

The landlord hereby leases to the tenant, to occupy and use for agricultural and related purposes, the following-described property, hereinafter referred to as the "farm," located in \_\_\_\_\_ County, State of \_\_\_\_\_, and commonly known as the \_\_\_\_\_ farm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and consisting of \_\_\_\_\_ acres, more or less, together with all buildings and improvements thereon and all rights thereto except as specified below.

1. **Right of entry.**—The landlord reserves the right of himself, his agents, his employees, or his assigns to enter the farm at any reasonable time for purposes (a) of consultation with the tenant; (b) of making repairs, improvements, and inspections; (c) of developing mineral resources; and (d) after notice of termination of the

lease is given, of plowing, seeding, fertilizing, and such customary seasonal work, none of which is to interfere with the tenant in carrying out regular farm operations.

2. **Transfer of farm.**—If the landlord should sell or otherwise transfer title to the farm, he will do so subject to the provisions of this lease.

3. **Heirs and successors.**—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. However, in the event the lease is for more than one year, the heirs or successors of the tenant shall have the option to give written notice of termination effective at the end of the lease year in which death occurs.

4. **Right to lease.**—The landlord warrants that he has the right to lease the farm, and will defend the tenant's possession against any and all persons whomsoever.

5. **Additional agreements regarding property rights:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### B. LAND USE AND LIVESTOCK PRODUCTION

1. **Land use and kind of livestock.**—Except when mutually agreed otherwise, the land use and cropping plan shall be as follows and the numbers of each kind of livestock shall not exceed those shown in the following table:

**B. 1. Land Use and Livestock Production Table.**

USE OF LAND	ACRES	FIELDS	KIND OF LIVESTOCK	MAXIMUM NUMBERS
TOTAL		XXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXX

2. **Acres and numbers.**—The acres of crops and the fields on which grown and the numbers of livestock shown above are those planned for the first year of this lease. They may be adjusted within the year or from year to year by mutual agreement.

### C. IMPROVING, CONSERVING, AND MAINTAINING THE FARM

To improve the farm, conserve its resources, and maintain it in a high state of cultivation, the two parties agree as follows:

1. **General maintenance.**—The tenant will maintain the farm during his tenancy in as good condition as at the beginning, normal wear and depreciation and damage from causes beyond the tenant's control excepted.

2. **Good husbandry.**—The tenant will operate the farm in an efficient and husbandlike way, will do the plowing, seeding, cultivating, and harvesting in a manner that will conserve the landlord's property.

3. **Cropping practices.**—The tenant will *not*, without oral consent of the landlord, (a) plow permanent pasture or meadowland, (b) cut live trees for sale or personal uses, but will take for fuel or use on the farm only dead or unmarketable timber designated by the landlord, (c) allow livestock other than his own on stalkfields or stubblefields, (d) burn or remove cornstalks, corncobs, straw, or other crop residues grown on the farm, (e) pasture new seedlings of legumes or grasses in the year they are seeded, and (f) plant legumes on land not known to be thoroughly inoculated without first inoculating the seed.

4. **Manure and crop residue.**—The tenant will spread the manure straw, or other crop residues on the farm as soon as practicable on fields agreed upon by the two parties, except as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **Pasturing.**—The tenant will prevent tramping of fields by stock and rooting by hogs when injury to the farm will be done.

6. **Waste.**—The tenant will not commit waste on, or damage to, the farm and will use due care to prevent others from so doing.

7. **Fire protection.**—The tenant will not, without written consent of the landlord, house automobiles, motortrucks, or tractors in barns, or otherwise violate restrictions in the landlord's insurance policy which restrictions the landlord shall make known to the tenant.

8. **Replace losses.**—The landlord will replace or repair as promptly as possible the dwelling or any other building that may be destroyed or damaged by fire, flood, or other cause beyond the control of the tenant or make rental adjustments in lieu of replacements.

9. **Noxious weeds.**—The tenant will use diligence to prevent noxious weeds from going to seed on the farm and will destroy the same, and will keep the weeds and grass cut or destroyed on the fields, farmstead, roadside, and fence rows. Treatment of weed infestation and cost thereof shall be handled as follows:

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10. **Maintenance of improvements.**—The tenant will keep the buildings, fences, and other improvements on the farm in as good repair and condition as they are when he takes possession, and in as good repair and condition as they may be put during the term of the lease, ordinary wear and tear, loss by fire, or unavoidable depreciation or destruction excepted.

11. **Materials and labor.**—The landlord will furnish materials and the tenant will perform labor for normal maintenance and repairs, except that skilled labor which the tenant himself is unable to perform satisfactorily will be furnished by the landlord. Additional agreements regarding materials and labor:

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12. **Purchase of materials.**—The tenant may buy, without further authorization, materials for normal maintenance and repairs in a total amount not to exceed \$..... within each year, and the landlord will credit or reimburse the tenant for such expenditures as follows:

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13. **Add improvements.**—The tenant will *not*, without written consent of the landlord, (a) erect or permit to be erected on the farm any nonremovable structure or building, or (b) incur any expense to the landlord for such purpose, or (c) add electrical wiring, plumbing, or heating to any buildings, and if consent is given, he will make such additions meet standards and requirements of power and insurance companies.

14. **Conservation practices.**—The tenant will control soil erosion as completely as practicable by stripcropping and contouring, and by filling in or otherwise controlling small washes or ditches that may form.

15. **Conservation structures.**—The tenant will keep in good repair all terraces, open ditches, and inlets and outlets of tile drains, preserve all established watercourses or ditches including grass waterways when seed and fertilizer are furnished by the landlord, and refrain from any operation or practice that will injure them.

16. **Compensation for improvements.**—The two parties will carry out new conservation practices and measures and make other improvements, and share contributions and costs necessary for completing such practices and improvements as set forth below. The tenant will be reimbursed by the landlord when the practice, measure or improvement is completed, or will be compensated for its unexhausted value when the tenant leaves the farm, according to the table below:

16. (Cont'd) Compensation for Improvements Table.

CONSERVATION PRACTICE, MEASURE, OR OTHER IMPROVEMENT	DATE TO BE COMPLETED	ESTIMATED COST (DOLLARS)	PERCENT TO BE FURNISHED BY LANDLORD AND BY TENANT						VALUE PLACED ON TENANT'S CONTRIBUTION (DOLLARS)	RATE OF ANNUAL DEPRECIATION (PERCENT)
			MATERIALS		LABOR		MACHINERY			
			L	T	L	T	L	T		

17. **Additional agreements relative to conservation and improvements:**

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on an appropriate form, which will become a part of this lease when signed by the two parties.

19. **Preparing or seeding land.**—When the tenant leaves the farm, if the total acreages of prepared or seeded land are greater than at the beginning of his tenancy, he will be compensated by the landlord on the basis of the value of such excess acreages. If such total acreages are less than at the beginning of his tenancy, the tenant will compensate the landlord on the basis of the value of such deficiency, provided that the deficiency is not due to drought, flood, or other causes beyond the control of the tenant. The acreages at the beginning of this tenancy and the basis of payment are as follows:

18. **Review of conservation program.**—A new schedule covering conservation practices and improvements will be prepared each year

19. (Cont'd) Preparing or Seeding Land Table.

PREPARED OR SEEDED	ACRES AT BEGINNING	RATE PER ACRE	PREPARED OR SEEDED	ACRES AT BEGINNING	RATE PER ACRE

20. **Removable improvements.**—Minor improvements of a temporary or removable nature, not provided for in item 16 of this section, which do not mar the condition or appearance of the farm may be made by the tenant at his own expense. The tenant may at any time this lease is in effect, or within a reasonable time thereafter, remove such improvements, provided he leaves in good condition that part of the farm from which they are removed.

21. **Compensation for damages.**—When the tenant leaves the farm he will pay the landlord reasonable compensation for any damages to the farm for which the tenant is responsible, except ordinary wear and depreciation and damages beyond the tenant's control.

**D. SHARING COSTS AND RETURNS**

All costs and returns shall be divided between landlord and tenant as provided below, unless otherwise specifically stated elsewhere in this lease.

**1. Rental rates.**—The tenant agrees to pay as cash rent the amount as calculated below in either method 1 or 2 as completed:

METHOD 1—STRAIGHT CASH RENT				METHOD 2—FLEXIBLE CASH RENT				
KIND OF LAND (1)	ACRES (2)	RATE (3)	AMOUNT (4)	COMMODITY (5)	QUALITY (6)	QUANTITY (7)	PRICE (8)	AMOUNT (9)
INTERTILLED CROPS				CORN				
SMALL GRAINS				COTTON				
HAY				TOBACCO				
PASTURE				WHEAT				
FARM BUILDINGS	XXXXXXXX	XXXXXXXX		HOGS				
DWELLING	XXXXXXXX	XXXXXXXX		BEEF				
				MILK				
WOODLAND								
FARMSTEAD AND LOTS								
ENTIRE FARM				XXXXXXXXXXXXXXXXXXXX	XXXXXX	XXXXXXXX	XXXXXX	

**2. Variations for price (for method 2).**—The prices to be used in column 8 will be determined as follows:

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and the amount of column 9 will be the product of column 7 multiplied by column 8.

**3. Variations for production conditions.**—The total amount of rent for the entire farm as shown in either column 4 or as calculated for column 9 shall be adjusted for any year in which the yield of ....., as reported by the State Crop Reporting Service is ..... percent above or below the county average yield for the previous ..... years, as follows:

.....  
 .....  
 .....

**4. Rental payment.**—The annual rental due shall be paid as follows: \$..... on ..... and \$..... on ....., and the payments shall be made at .....

**5. Additional agreements in regard to rental rates:**

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**6. Expenses.**—Expenses shall be supplied by the tenant except as included in section C and except as follows:

EXPENSES	FURNISHED BY LANDLORD	EXPENSES	FURNISHED BY LANDLORD	EXPENSES	FURNISHED BY LANDLORD
LABOR		CROP EXPENSES		ELECTRICITY	
MAINTENANCE—BUILDINGS				TELEPHONE	
MAINTENANCE—FENCES		SEED		INSURANCE—BUILDINGS	
MACHINE REPAIRS				INSURANCE—CROPS	
FUEL—TRACTOR		INSECTICIDES			
FUEL—TRUCK		WEED CONTROL MATERIAL			
FUEL—OTHER		LIMING MATERIAL		TAXES—REAL ESTATE	
CUSTOM WORK AND HAULING		FERTILIZER		TAXES—PERSONAL	
FEED PURCHASED OR SUPPLIED					
LIVESTOCK EXPENSES					

7. **Record of expenses.**—The tenant will keep a record of expenses furnished by the landlord, and settlement will be made by mutual agreement or at the time that final rent payment is due.

8. **Additional agreements relative to expenses:**

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2. **Government programs.**—The farm will be operated in compliance with Government programs as follows:

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3. **Debts and accidents.**—Each party agrees that the other party shall in no way be responsible for the debts of, or liabilities for accidents or damages caused by, the other party.

4. **Willful neglect.**—Willful neglect, failure, or refusal by either party to carry out any substantial provision of this lease shall give the other party the benefits of any proceedings provided by law.

5. **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; and the committee's decision shall be accepted by both parties.

6. **Additional agreements:**

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**E. TERM OF LEASE**

1. **Term.**—The term of this lease shall be ..... year(s) from ....., 19....., to ....., 19....., and this lease shall continue in effect from year to year thereafter until written notice of termination is given by either party to the other at least ..... months before expiration of this lease or any renewal.

2. **Continuous occupancy.**—The tenant agrees that he or his agent will possess and occupy the farm continuously during the term of the lease.

3. **Surrender of possession.**—The tenant agrees to surrender possession and occupancy of the premises peaceably at the termination of the lease.

4. **Review of lease.**—A request for general review of the lease may be made at least ..... days prior to the final date for giving notice to terminate this lease. Amendments and alterations to this lease shall be made in writing.

**F. MISCELLANEOUS PROVISIONS**

1. **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.

IN WITNESS WHEREOF, the parties have signed this lease on the date first above written.

Witnesses:

.....[SEAL]  
(Landlord)

.....[SEAL]

.....[SEAL]  
(Tenant)

(Acknowledgment in appropriate form to be attached.)

**FARM LEASE**

Between

(Landlord)

(Tenant)

**USE OF THE FARM LEASE FORM**

This form contains suggested provisions for a cash farm lease. Whether particular provisions should be included or modified in your lease depends on the agreements between the parties and whether the provisions are appropriate under the laws of your State. Spaces are provided for writing in particular details or special arrangements that a landlord or tenant may want. By using the Annual Supplement to Farm Lease (Form AD 564), details of the lease can be changed from year to year without preparing a new lease.

Additional copies of this form or forms for crop-share-cash or livestock-share renting, and publications that contain suggestions for filling out the lease forms, may be obtained from the County Agricultural Agent or from the U.S. Department of Agriculture Washington 25, D.C.

Prepared and issued by  
**U.S. DEPARTMENT OF AGRICULTURE**