

Sample Pasture Lease Agreement

(Not a legal document.)

I. Parties:

This lease entered into this _____ day of _____, _____, between

_____, landlord, of _____
pasture owner *address*

hereafter known as “the landlord,” and _____, tenant, of

livestock owner

address

II. 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.

III. General Terms of Lease

A. Term (select one option).

1.) Annual lease. The term of this lease shall be _____, commence on the _____ day of _____, and end on the _____ day of _____.

2.) Continuing lease. The term of the lease shall be _____ year(s), commencing on the _____ day of _____, _____, 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 the lease or the end of any year of continuation.

(Note: State laws differ on the duration of agricultural leases.)

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. Additional agreements regarding terms of lease:

IV. Normal Units — Maximum Allowable:

Not more than _____ animal units shall be kept in the pasture at any time. Violation of this provision shall constitute grounds for termination of the lease unless the pasture owner first secures in writing the consent of the lessee. Each 1,000 pounds of average weight for the pasture period shall be considered an animal unit.

If the pasture owner and the owner of the livestock prefer, they can use the following basis for calculating animal units: 1 bull, 1.3 animal units; one 1,000 lb. cow, 1 animal unit; 1 yearling steer or heifer, 0.8 animal unit; calf, 6 months to 1 year, 0.6 animal unit; calf, 3 to 6 months, 0.3 animal unit; sheep, 5 per animal unit; horse 1.3 animal units.

V. Duties:

- 1.) The livestock owner agrees:
 - a. Not to pasture livestock known to be breachy (apt to break fences or break out of pasture). Should any animal be found outside the pasture on at least three occasions, the pasture owner may request its removal.
 - b. Not to assign his/her rights and duties under this lease without the written consent of the pasture owner.
 - c. To brand or tag all livestock in a manner sufficient to determine identity of ownership. A written list of all animals beyond weaning age entering the pasture together with brand description and classifications according to breed, age grouping, and sex shall be

provided to the owner of the pasture. Such list shall be kept up to date throughout the lease.

- d. Not to put any cattle in pasture without getting approval from the pasture owner in advance regarding number, health, sex, breed, and age.

2. The pasture owner agrees:
 - a. To place the perimeter fences and necessary cross fences in serviceable condition prior to the date livestock are brought to the pasture and to maintain the fences during the pasture season.
 - b. To provide an adequate source of water throughout the pasture season. Violation of this subsection shall constitute grounds for termination of the lease.
 - c. To inform all livestock owners at the time this contract is completed of any plans for putting any male animal(s) into the pasture, including a description and approximate dates of entry and withdrawal. Such intentions shall be made a matter of record as follows:

| Description of Bull(s) (breed, markings, or registration number, etc.) | Date of Entry | Date of Removal |
|---|---------------|-----------------|
| | | |
| | | |

In the event the pasture owner should wish to put male animals not described above into the pasture, he shall give all owners of female stock notice of his intention to do so at least _____ days in advance of actually doing so. Owners of female stock shall then have the option of removing female stock without liability for any rental charges on the animals removed for the remainder of the season. Failure to remove female stock during the specified length of time shall be interpreted to mean that the owner has not objected to the pasture owner's stated intention and this contract shall continue to be binding.

VI. 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:

| | Livestock Owner | Pasture Owner |
|--|-----------------|---------------|
| Inspect fences not less than once per _____ | | |
| Furnish labor for repair of fences | | |
| Furnish materials for repair of fences | | |
| Furnish materials for repair of water system | | |
| Furnish salt and minerals | | |
| Count livestock not less than once per _____ | | |
| 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 | | |

VII. Right of Entry:

Both parties and agents or employees, therefore, shall have the right to enter the pasture at any time for any legitimate 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, not of which is to interfere with the tenant in carrying out regular operations. Due care shall be exercised to ensure that gates are closed upon entering and leaving the premises. Pasture owner may request right of entry to hunt and fish.

VIII. Computation of Rent: (Select one method and strike out the other not used.)

Method I. Per Head per Month Rental:

The livestock owner agrees to pay the following rates per animal unit per month \$ _____/AUM.

| | Number Head | X | Number Animal Units | = | Total Rent per Period |
|-----------------------|-------------|---|---------------------|---|-----------------------|
| Bulls | | | | | \$ |
| Cows | | | | | \$ |
| Yearling steers | | | | | \$ |
| Yearling heifers | | | | | \$ |
| Calves, 6 mons.-1 yr. | | | | | \$ |
| Calves, 3-6 mons. | | | | | |
| Sheep | | | | | \$ |
| Horses | | | | | \$ |
| Other | | | | | \$ |
| Total Rent | | | | | \$ |

Method II. Per Acre Charge

The livestock owner agrees to pay \$ _____ per acre for use of the land described in item II.

Method III. Payment for Gain

Livestock shall be weighed prior to entering the pasture at _____ and upon leaving the pasture at _____

Weighing shall be at the expense of the livestock owner, and in the presence of the pasture owner or his representative.

The net increase in weight will be paid at a rate of _____ per pound.

Share of Gain Rental:

The livestock owner agrees to pay _____ percent of the value of growing animals at weaning time; and \$ _____ per head per month for each non-producing animal. (examples: bulls, rams, or cows and heifers without calves.)

Except by written consent of the pasture owner, such rental shall be paid on not less than _____ animal units, regardless of whether or not the minimum number is actually pastured. If there are less than the minimum number, the rental shall be calculated on the basis of the average charge for those cattle in the pasture.

IX. Payment Schedule

Rent shall be due and payable when all stock has been removed by the livestock owner, or by the following schedule:

\$ _____ 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 rental payment agreement:

X. Arbitration:

In case of disagreement relative to any provision of this lease, such dispute shall be referred to an arbitration committee composed of one member selected by each party, and a third member selected by the other two. The decision of the arbitration committee shall be binding upon the parties of this lease.

XI. Notarization

Executed in duplicate on the date first above written:

tenant/livestock owner

landlord/pasture owner

State of _____

County of _____

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