Grazing Farm Lease

Generated by an LSP member/farmer/landowner when she was renting to graziers in 2017

This is the land and barn lease, starting on \_\_\_\_\_\_\_\_ (the day the cows arrived) between \_\_\_\_\_\_\_\_\_\_\_\_\_, (hereafter known as the landowners) and the farmers listed below (hereafter known as the farmers):

Farm Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Farmer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Farmer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The land and barn to be rented is part of Four Winds Farm

The rental payments will be based on a per head amount/month.

April 1 – October 31th (grazing season) the rate will be $\_\_\_\_\_\_ per head/ month. (head includes weaned calves, heifers, cows and cow/calf pairs) The rental payment for \_\_\_\_\_\_ ( 35% of $\_\_\_\_/head or $\_\_\_\_\_/head because farmers arrived on July 20th)

November 1st – March 31 the rate will be $\_\_\_\_\_ per head/month.

In addition, there will be a rental payment of \_\_\_\_\_\_ month for the use of ½ the hoop building/barn and storage of your 5th wheel on the property.

Payment for the next month’s rent and the past month’s equipment use will be due on the 1st of the month by check made out to \_\_\_\_\_\_\_\_\_\_\_.

The farmers agree to:

1. Use no herbicides or pesticides on the pastures that they are renting. Instead they will mow invasive weeds from rented land such as thistles, yellow mustard before they go to seed.
2. Maintain good communication with landowners and respond to all phone calls/emails/texts promptly.
3. Meet and discuss in person with landowners and other farmers if there is an issue/problem that needs resolution.
4. Provide all fencing repairs, gates, panels, solar electric fence charger when the existing ones break, hoses to water tanks, water tanks and floats (except the ones that owners mark as usable), tools (unless the farmer needs one urgently in which case the farmer is to be sure that it is promptly returned in good condition where it was found).
5. Repair/maintain the fencing and cattle handling system (which belong to landowner) to ensure that their cattle stay in their designated pastures/areas. Any fencing additions/repairs you make to the property become fixtures that stay with the property. However, if farmers buy fencing equipment that they want to take with them when they go….they will need to mark it as theirs and present the receipt for purchase of it. Otherwise it will be assumed that all fencing supplies are landowners.
6. Farmers have full responsibility and the final say in all decisions pertaining to how the animals are managed, fed, cared for etc. However, where possible the landowners encourage the farmers to do rotational grazing on the pastures so that the farmers optimize the amount of forage that they get off the pastures
7. Maintain a safe and clean worksite. Farmers are to purchase and label their own lockable garbage cans to use in the hoop building. They are to use these garbage cans for all trash and supplies that might blow around. They are to empty these cans when full by taking all of their garbage away with them off the farm. Failure to put garbage in cans and/or emptying full cans will result in a $\_\_\_\_/day charge for each day it remains undone.
8. Clean up the rented land/hoop building at the end of the lease by placing unused fencing supplies in the hoop building and cleaning out the hoop building of all manure. Failure to do this will result in a $\_\_\_/day charge for each day it remains undone.
9. Buy all cattle feed, cattle supplements, vet supplies that the farmers’ cattle need.
10. Construct temporary shelters, resurrect existing structures, modify the hoop building for their cattle only after the structure and location has been approved by the landowners.
11. Maintain/repair water lines from the hoop building and red barn hydrants (so that there are not any leaks) and maintain/repair frost free waterers at their cost.
12. Build/use a rat proof platform to store feed.
13. Pay for water used at the rate of \_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_ (to be filled in once the data is found) which is the cost of the electricity to pump the from landowners well. NEED TO CALCULATE THIS ANOTHER WAY BASED ON HOW MUCH WE KNOW A COW DRINKS ON AVERAGE AND THE COST TO PUMP THAT MUCH WATER
14. Let landowners know if a piece of equipment needs repair or sharpening.
15. Check the gas, oil, and water levels on each of the pieces of equipment listed in #15 before **each** use including the grease on the rotovator. Cost of repairs to fix damage done to equipment due to failure to do fluid level checks will be charged to the farmer who failed to do these checks.
16. Record in pen the number of hours that they use the following equipment on the log sheet provided in the hoop building on the day that they use the equipment:

* walk-behind mower;
* tractor and bale spear
* tractor and mower
* hoop building rental
* 4 wheeler
* weed wacker

1. Pay for the use of the following equipment according to the following rates:

* walk-behind mower - $\_\_\_\_\_/hour + $\_\_\_\_/hr for gas = $\_\_\_\_\_
* tractor and bale spear $\_\_\_\_\_\_/hour + $\_\_\_\_\_/hr for diesel = $\_\_\_\_\_
* tractor and mower – $\_\_\_\_\_\_/hour + $\_\_\_\_/hr for diesel = $\_\_\_\_\_
* 4 wheeler - - $\_\_\_\_\_/hour + $\_\_\_\_\_/hr for gas = $\_\_\_\_\_
* weed wacker – \_\_\_\_\_/hour

1. Discuss with landowners before undoing pasture fencing to ensure that it is properly disconnected and removed so that it does not get run over by tractors or mowers. If the fence is run over and damaged, the farmer will be responsible for repair and replacement of that fence to its original state.
2. Discuss with landowners
3. Allow the landowners to enter the leased land as needed with or without prior notice or consent.
4. Use only the outhouse provided for toileting needs when solids are involved. (Solids are likely to attract unwelcome coyotes and dogs)
5. Drive no more than 10 mph on the driveway around the farmyard. (Sometimes the dogs jump out in front of the cars)
6. Provide landowners by June 1st, \_\_\_\_\_\_ a certificate of liability insurance, which lists landowners as an additional insured, and that will cover farmers for injuries that third parties might have when visiting their rented land. Failure to do this will result in a $\_\_\_/day fine for each day it remains undone, unless farmers email the landowners and they agree upon a later date in writing
7. Release landowners and \_\_\_\_\_\_ Farm and hold them both harmless for any claims that may arise out of these farmers’ use of the landowners’ land and landowners’ equipment, including but not limited to farmers’ personal injury, farmers’ guests’ personal injury, damage and loss to farmers’ equipment and/or farmers’ livestock or farmers’ injury from use of landowners’ equipment or truck ; other farmers at \_\_\_\_\_\_ Farms losses due to these farmers’ livestock get out of fenced areas and damaging other farmers’ crops.
8. Landowners are not liable to third parties for their injuries from the farmers’ cattle as it the farmers’ responsibility to repair and maintain the fence at all times to keep the cattle in designated pastures at all times.
9. Assume the inherent risks of farming and hold landowners harmless for damages due to animal predation, drought, wind, extreme weather, well failure or capacity, electricity failure, market fluctuations and other reasonable risks associated with a farming operation.
10. Keep all open barrels and buckets that might collect water (mosquito breeding grounds) tipped over so water does not collect.
11. Not walk around, hunt or forage outside their rented land.
12. Not consume illegal substances on the rented land or elsewhere on Four Winds Farm.
13. Not sublease rented land to another person.
14. Ask landowners before bringing guests other than family members onto the farm to work or visit.
15. Assume responsibility for the safety and appropriate behavior of all guests of the farmers. Such guests are welcome to be visiting that farmers’ fields and are to use the outhouse when solids are involved. Guests are not allowed on other parts of \_\_\_\_\_\_ Farm.
16. Leave vehicles parked on the farm for the winter only after it has been approved by the landowners.

B. The landowners agree to:

1. Provide pastures and hoop building listed above to the farmers.
2. Maintain good communication with farmers and respond to all phone calls/emails within 48 hours.
3. Meet and discuss in person with farmers and other farmers if there is an issue/problem that needs resolution
4. Give access to roadways to the farmers’ fields.
5. Maintain walk-behind mower, tractor, mower, 4 wheeler and weed wackers in working order and fueled.
6. Provide access to water at the hydrants in the hoop building and the red barn. Due to the unpredictable use of water going forward this is not a guarantee of water. If farmers’ production will be dependent on water at all times, farmers are advised to have a back-up water source in the event that there is a period when there is no water/limited capacity due to the well pump being serviced or replaced.
7. Provide access to electricity in the hoop building and the red barn. Due to the unpredictable weather, this is not a guarantee of electricity. If farmers’ production will be dependent on electricity at certain times, farmers are advised to have a back-up electrical source (generator) in the event that there is a period when there is not electricity during the time that it is being restored.
8. Provide electricity meter with which to measure the usage of electricity for ….. fans lights heaters
9. Provide an itemized invoice to the farmers for all expenses incurred in the course of the season (water usage, electricity usage, tractor and equipment usage) on 25th day of each month.
10. Not disturb any of the farmers’ animals or structures.
11. Any purchases of fencing equipment/ or tools to repair fencing greater than $\_\_\_\_\_ are your personal property to take with them at the end of the lease

C. Additional terms:

If after the landowners and farmers meet and agree at the end \_\_\_\_\_, the farmers may hold the lease on this plot of land for another year.

Landowners reserve the right to terminate this lease if any of the provisions of this contract are not met. However, the farmers will still be responsible for the rent and any charges that they have incurred.

If the farmers choose to terminate this lease mid-year, they will be expected to leave their rented land cleaned up of all trash, supplies and equipment as the provisions describe above

Upon completion, each party will be given a signed copy of this contract.

Signatures and Dates Signed:

Landowners

Farmers

Witness to signatures