



Including Stewardship in Lease Agreements

**Updated:
June 2016**

*Developing farm rental agreements that reflect your land ethic starts with putting them in writing. Here are a few examples of practices and the words to describe them that can change the way your land looks and behaves.**

www.landstewardshipproject.org

→ Tillage

- Fields shall be tilled on the contour as agreed by all parties.
- Soybean ground will not be fall tilled.
- No-till will be used on these fields: (list fields).
- Permanent pasture will be tilled only as agreed by all parties.
- The full breadth and length of grassy waterways will be preserved and maintained by (in part) picking up tillage implements when crossing.
- Moldboard plowing is not an option.
- We seek the least soil-disturbing methods of tillage: no-till, reduced chisel, (other).
- Existing terraces/strips will be fully maintained (list fields, exceptions).
- Tillage must not be done when the soil is too wet and risks compaction as a result.

→ Rotations

- Crop rotations will be planted and maintained as follows: (list field and crop).
- X% of all fields will be covered with a living plant or residue at all times of the year: (list field/year, cover crop species, timing, planting method, termination timing and method, and grazing plan if appropriate).
- At least X species of cover crops will be planted per field according to this plan: (list fields, species, timing, planting method, termination timing and method, and grazing plan if appropriate).
- Corn harvested for silage will be followed expeditiously by the following cover crop(s): (list crops)

→ Residue

- All soybean straw shall remain in place in the field.
- Corn stover shall be baled once, with remaining stover left over winter.
- Corn stover will be baled once, followed by managed grazing. If weather and soil conditions prevent grazing (name options).

→ Chemicals

- Chemicals must be agreed upon before application by all parties.
- The following chemicals are prohibited on all acres, tillable and otherwise: (list).
- In order to protect organic certification, only these fertilizers are permitted: (list).
- Anhydrous ammonia will only be applied in the spring, never in the fall.

→ Sensitive Areas

- A vegetative buffer will be planted and maintained around the following sites: (list field, sink hole location, stream, highly eroded sloped area, etc.).

→ Erosion

- Farm ponds will be ringed by a minimum X-foot-wide buffer of permanent vegetation.
- A 50-foot vegetative buffer will be maintained on both sides of the stream. The buffer will be planted and maintained as follows: (list options).
- Erosion control structures will be fully maintained and improved (list sites, practices).

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* Adapted in part from the Fillmore County Soil and Water Conservation District's "Sample Checklist of Conservation Practices for Farm Land Rental Agreements" and Iowa State University Extension Ag Decision Maker's "Lease Supplement for Obtaining Conservation Practices and Controlling Soil Loss." Both resources are available on the Land Stewardship Project's Conservation Leases web page (www.landstewardshipproject.org/conservationleases), or by contacting **Caroline van Schaik** in LSP's Lewiston, Minn., office at 507-523-3366, caroline@landstewardshipproject.org.

Continued from reverse page...

- The following erosion control structures will be put in place according to this schedule: (list site, practice, when, who will do, who will pay, who will maintain).

→ Miscellaneous

- The following hay field(s) will not be cut until Aug. 1 to allow ground-nesting birds to fledge: (list).
- Hay will be cut high and for maximum quality, not quantity, as best as conditions permit.
- Whether hay ground is cut more than once this season will be determined jointly by X and Y, based on rainfall and forage growth.
- Manure application will follow setback requirements.
- A manure management plan will be actively in place, per county assistance.
- A catch-all statement about cover crops: for example when a field is planted to cover crops, at least X number of species shall be planted together as soon as possible. The (who) shall pay for seed, (who) shall plant. Outline grazing and termination plan for the cover crops.
- Waterways removed or damaged by tillage,

chemicals, or other means shall be repaired/replaced at the tenant's expense.

- The following expenses will be covered by X: (list). The following expenses will be covered by Y: (list). This is a good place to share the expenses of practices that are new, might pose a financial or social risk to the tenant, could encourage the tenant to be a better sport about something new, or to stretch everyone's experience (for example, that third cover crop species or poly wire to manage a grazing situation more intensely).
- (Landowner) shall cover the financial difference between the full cost and what Y (tenant) receives through the Environmental Quality Incentives Program (EQIP) or other cost share program for putting in the following permanent practices: (list — for example, livestock fencing and watering system, ponds, pollinator strips, buffers, cover crops).
- The windbreak (state location) shall be protected from equipment and chemical damage. Damages shall be at the tenant's expense.
- Manure application, haying and anything else involving vehicles and machinery on fields must not take place if there is risk of soil compaction.

✓ A Stewardship Values Checklist ✓

Use this list to finish the following statement: What is most important about my land, to me...

- | | |
|--|--|
| <input type="checkbox"/> Healthy, biologically active soil | <input type="checkbox"/> Permanently protected natural resources |
| <input type="checkbox"/> Conservation of soil | <input type="checkbox"/> Permanently protected as a farm |
| <input type="checkbox"/> Year-round vegetative cover | <input type="checkbox"/> Source of recreation |
| <input type="checkbox"/> No synthetic fertilizer | <input type="checkbox"/> Public access – open to others |
| <input type="checkbox"/> No chemicals | <input type="checkbox"/> Certified organic or other sustainable method |
| <input type="checkbox"/> Little to no soil loss | <input type="checkbox"/> Managed for the long-term |
| <input type="checkbox"/> Clean water | <input type="checkbox"/> Build biodiversity |
| <input type="checkbox"/> Pastured (grazed) livestock | <input type="checkbox"/> People actively living on the farm |
| <input type="checkbox"/> Trees | <input type="checkbox"/> People actively farming the land for clean water and healthy soil |
| <input type="checkbox"/> Useful for human food production | <input type="checkbox"/> Legacy of stewardship |
| <input type="checkbox"/> Pretty, aesthetic | |
| <input type="checkbox"/> Sets a good example of sustainability | |
| <input type="checkbox"/> Supports birds and other wildlife | |
| <input type="checkbox"/> Something to pass on | |

NOTE: Of course, modify these and add others to best express your priorities.



WE HAVE MOVED:

6 West Fifth Street Suite 650
Saint Paul, Minnesota 55102-1404

Phone: 651 223.5400
Fax: 651 223.5335

Internet:
lawyers@flaginc.org

Web site:
www.flaginc.org

Frequently Asked Questions on Sustainable & Long-Term Leases in Minnesota

Q: Should my lease be in writing?

A: The answer is almost always yes. A written agreement can act as a roadmap for the landlord-tenant relationship, especially if a dispute arises. Also, real estate (land) leases for **more than one year must** be in writing. If a lease for over one year is not in writing, it will generally not be enforceable in court.

If your lease is for **exactly one year**, or **less than one year**, the law does not require it to be put in writing. A lease for less than one year can be orally agreed to between a landlord and tenant (often called a “handshake” agreement), as long as the landlord and tenant agree on basic terms (see below). However, if you end up in a dispute without a written lease, it is hard to prove what the terms are because it can become a “he said-she said” situation. Also, note that the term “year” refers to a calendar year of 12 months, not a crop year.

Finally, remember that if your lease is in writing, any verbal agreements that are not included in the written lease will not be enforceable.

Q: What should my lease look like?

A: Written leases do not have to be formal, but a lease should contain at least the following **basic terms** in order to be legally enforceable:

- Landlord and tenant names
- Description of the land to be rented
- Rent amount (\$)
- Usually, signatures of both the landlord and tenant

An easy way to create a written lease is to send the landlord a letter confirming the terms of an oral agreement. In the letter, ask the landlord to respond within 10 days with any objections. Also, **any changes to a lease should also be put in writing**. Oral changes to a written lease are generally not enforceable in court.

Q: What are the benefits to the landlord of a long-term lease?

A: The benefits are many. They include:

- Reduced transaction costs, since the lease need not be renegotiated every year.
- Improved tenant security, which encourages tenants to make investments that will add value to the property.

Q: What are the disadvantages to the landlord of a long-term lease?

A: Disadvantages include:

- External factors, such as market prices or natural disasters, may cause the landlord to wish to change the terms of the initial agreement.
- It could lower the market value of the land if the landlord decides to sell the land, as the lease would be binding on new owners.
- The landlord may not want to be bound to a long-term relationship with a tenant he or she does not know.

Q: How long should a sustainable farm lease last?

A: It depends on the parties' needs and goals. Most leases run from year to year. However, a longer term lease (for example, three years or more) allows a tenant to invest in sustainable practices, which in turn can lead to increased soil health, higher crop yields, and added value to farmland. Also, tenant farmers new to a particular piece of land will often need a few seasons to determine how to coax the best yields from their unique location. Higher yields can translate into increased profit for both landlords and tenants via flexible rent provisions (see below).

Landlords and tenants can also use an automatic renewal clause to help encourage a long-term relationship. Finally, note that the Minnesota Constitution limits the length of farm leases to 21 years, so a lease for an indefinite period of time would likely not be enforceable in court.

Q: What are some types of leases to consider?

A: There are generally three types of leases: cash rent leases, crop-share leases, or flexible leases. Cash leases, where the tenant pays a fixed price for the rental of the land, are the most common, and typically are for only one season. Crop-share leases allow the landlord and the tenant to share in the risk and the benefits, with both contributing to input costs and both receiving a share of the crop. Flexible leases provide landlords and tenants with some additional tools that can incorporate sustainability provisions.

Q: Are there leasing tools that can be used to incorporate rent flexibility and risk sharing to encourage longer-term leases and investment in sustainable practices?

A: Yes. There are many options, but here are some common types of lease provisions that can encourage longer leases by allowing the rent to change based on land values, crop yields, input prices, or other factors. Adding rent flexibility can help encourage a landlord to sign a longer-term lease by ensuring the landlord doesn't get locked into a lease that does not reflect the value of the property if land value, yields, or crop prices increase. Similarly, flexibility based on yield and revenue can make a tenant feel more comfortable about making a substantial financial commitment in a risky, weather-based, and market-dependent farm operation.

- **Flexibility options for cash leases:**

- * **Rent Adjustment Index.** This is typically used with cash leases, to encourage a long-term lease while addressing concerns about not being stuck with a fixed rent price when external factors that affect the rent change. The rent changes (annually or otherwise) based on agreed-upon factors (e.g., the consumer price index or a formula which could include commodity prices, land values, and input prices). It is important to agree in writing about what factors will be used to adjust the rent, as well as **how** (what market) and **when** (exact date) the prices or values will be calculated.
- * **Cost-Sharing Via Rent:** This could include “graduated rent,” where rent rises each year as the tenant gets to know the land and increases soil health. Rent could also be reduced just for the first year or so, or it could be reduced to reward specific practices—such as organic certification or soil erosion practices.
- **Crop-Share Lease:** This is a traditional method of sharing risk. Rent is a specified share of the crop, which takes both farm yield and market price into account. **Input costs are usually shared as well.**
- **Flexible Leases:** These can be structured any number of ways, including a base rent plus a bonus, based on crop yields (county yield average, last year's yield, actual yield), crop prices, or farm revenue (a combination of yield and price). Again, it is important to agree in writing how these variables will affect the rent. Using farm revenue as the flexibility factor is probably the safest route for a tenant.

Each of these flexibility options can be individualized to fit a particular landlord-tenant relationship. As the details will matter immensely, it is best to have these types of flexibility provisions **in writing**.

Note also that basing rent on actual yield and/or entering into a crop-share lease can have an impact on USDA farm program payments because the landlord could be viewed as a part-operator. This could also cause the landlord to be viewed as self-employed, which has tax, estate planning, and Social Security payment

implications. Be sure to consult with the USDA Farm Service Agency and an attorney before using those mechanisms to adjust rent.

Q: How can a lease encourage sustainable practices?

A: A landlord can agree to reimburse a tenant for the cost of improvements required for sustainable practices, could agree to share the cost of improvements, or could reimburse the tenant for any unused portion of the improvements at the end of a lease. Legally, the term “improvements” usually refers to permanent structures built on the land (such as a house, barn, or certain types of fencing) that generally become the landlord’s property after the lease is over. Sharing the cost of improvements protects the tenant against losing the capital and effort invested after the lease ends. Landlords can also include a lease provision requiring approval prior to any construction.

Landlords can also agree to share the cost of implementing sustainable practices, which can make tenants more willing to try alternative methods. Additionally, provisions requiring periodic communication (letters, emails, phone calls) or tenant reporting (sending copies of new Organic Systems Plans, FSA reports) can help solidify a landlord-tenant relationship and assure the landlord that the land is being properly managed.

Q: Can a tenant enroll in conservation programs?

A: Generally yes, although the tenant’s participation may be limited by the lease terms. For example, a tenant cannot enroll rented land in any program that imposes permanent easements, such as the Wetlands Preserve Program. But if a program requires participation for a certain number of years and the lease is for at least that long, generally a tenant can enroll the land in the conservation program—with the consent of the landlord.

Q: Can a landlord require a tenant to use sustainable practices?

A: Yes. For example, a conservation plan developed with the USDA Natural Resources Conservation Service (NRCS) could be incorporated into the lease, requiring both landlord and tenant to comply with the plan. Additionally, threshold and monitoring provisions could also be included in the lease to provide sustainability standards, such as acceptable levels of soil erosion. Provisions can also be included to address other concerns and practices, such as the removal (and ownership) of crop residue, conditions for manure spreading, and compliance with environmental laws and regulations. Tenants and landlords may also wish to include an agreed-upon statement of purpose stating that the purpose of the lease is to encourage good stewardship of the land.

From the tenant perspective, it may be wiser to agree to a lease that requires certain practices instead of specific results because circumstances beyond a

tenant's control could make certain results (such as soil erosion levels) impossible to meet.

Some typical conservation provisions can be found at:

<http://sustainableaglandtenure.com/2010/10/key-considerations-for-a-sustainable-farm-lease-agreement/>.

Q: What is a ground lease?

A: A ground lease is a long-term arrangement (typically more than 10 years) where a tenant owns “permanent improvements” on the farm property, such as a house, barn, or fencing—but rents the land. Sometimes a tenant might also own a small amount of land, such as the yard in front of a house. At the end of a ground lease, the improvements are sold back to the landlord leasing the land, or to the next tenant. This kind of lease allows a tenant to gain some equity, while not requiring a financial investment that a tenant cannot afford.

Q: What else should be considered when making a lease agreement?

A: It is impossible, in this short document, to include everything that landlords and tenants should think about, but other important items include:

- How to get out of the lease if circumstances make it difficult for either the landlord or tenant to continue with the lease arrangement.
- What happens if the landlord goes into bankruptcy. Generally, federal law allows tenants to remain on a bankrupt landowners' property until the end of a lease agreement, even if the land is sold. However, it is best to put this in writing in case a tenant is forced to assert his or her rights during a landlord bankruptcy.
- Whether there are any zoning or easement restrictions on the property.
- Whether it makes sense to invest in hiring a lawyer to draft or review a lease. Legal counsel is often a worthwhile investment for landlords and tenants entering a long, complicated, and potentially life-altering agreement.

The most important factor in a successful leasing relationship is clear communication of both the landlord's and the tenant's expectations.

Q: Do you have a standard form lease I can use?

A: Because each piece of land is different and the expectations of the landlord and tenant are different in each situation, there is no one-size-fits-all lease. It is critically important that you discuss your expectations before entering into a lease and incorporate those expectations into your lease. That said, there are some sample leases you can review for ideas at:

<http://sustainableaglandtenure.com/2010/06/form-leases/>.

ADDITIONAL RESOURCES

See the Sustainable Farm Leasing Quick Reference Guide and www.sustainablefarmlease.org (a project of the Sustainable Agricultural Land Tenure Initiative) for more information and ideas on rent flexibility, risk sharing, and encouraging sustainable practices.

- **Sustainable Ag Land Tenure (SALT) Initiative**
sustainablefarmlease.org, Sustainable Farm Lease Guide
- **Iowa State Extension Ag Decision Maker**
Sample leases, extension.iastate.edu/agdm
- **Ag Lease 101 – North Central Farm Management Extension Committee:** <http://www.aglease101.org/>
- **The Land Connection, thelandconnection.org**
Guide for Land Seekers (resource list)
- **California Farm Link, californiafarmlink.org**
A Farmers' Guide to Securing Land
- **Land For Good, landforgood.org (sample lease)**
- **Farmers' Legal Action Group, 651-223-5400**
- **Farm Transitions Toolkit, forthcoming, LSP**
landstewardshipproject.org, FLAG



Cash Rent Farm Lease Template

Drafted by George Boody and Audrey Arner in 2017

This lease entered into the 15_____ day of _____, between

Landowner:

Lessee (Farmer Operator):

I. Property Description: The landowner hereby leases to the lessee, to occupy and use for agriculture and related purposes, the following described property: consisting of acres situated in XXXX County, Minnesota, and the Lessee does hereby hire and take from the Lessor, the following described land situated in the County of XXXX, and State of Minnesota.

Property legal description. (See Appendix I for map)

Extra note; E.g., The property available for planting during this lease does not include XXX acres proposed to be put into Conservation Reserve Program buffer and wildlife habitat along the waterway that flows diagonally through the field from southeast to northwest. (See Appendix 2 for map)

II. General Terms of Lease

A. Time period covered. The provisions of this agreement shall be in effect for 4 year(s), commencing no later than _____. This lease shall continue in effect from year to year thereafter until _____, unless written notice of termination is given by either party to the other at least 60 days prior to expiration of this lease or the end of any year of continuation.

B. Review of lease. A written request is required for general review of the lease or for consideration of proposed changes by either party, at least 30 days prior to the final date for giving notice to terminate the lease as specified in II-A.

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

D. No partnership intended. It is particularly understood and agreed that this lease shall not be deemed to be, nor intended to give rise to, a partnership relationship.

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

F. Right of entry. The landowner, as well as agents and employees of the landowner, reserve the right to enter the farm at any reasonable time to a) consult with the lessee; b) make repairs, improvements, and inspections; c) perform soil testing; and d) after notice of termination of the lease is given, do tilling, seeding, fertilizing, and any other customary seasonal work, none of which is to interfere with the lessee in carrying out regular operations.

G. No right to sublease. The landowner does not convey to the lessee the right to lease or sublet any part of the farm or to assign the lease to any person or persons whomsoever, including for purposes of hunting, trapping or other recreational uses.

H. Binding on heirs. The provisions of this lease, unless specified otherwise, shall be binding upon the heirs, executors, administrators, and successors of both landowner and lessee in like manner as upon the original parties, except as provided by mutual written agreement.

I. Mineral rights and wind/solar development. The landowner shall have the right to enter into agreements for the development of petroleum, wind, solar, or other resources on the property, and may also authorize third parties to enter the property to survey, construct, and/or operate the facilities reasonably necessary to develop those resources. The landowner agrees to reimburse the lessee for any actual damage suffered for crops destroyed by these activities and to release the lessee from obligation to continue farming this property when and if development of such resources interferes materially with the lessee's opportunity to make a satisfactory return.

J. Environmental issues. The lessee shall conduct all operations on the property in a manner consistent with all applicable local, state, and federal environmental codes, regulations, and statutes and shall bear sole responsibility for any violations thereof. The lessee shall be solely responsible for securing any permits or approvals necessary for his or her activities on the property. In the event of any legally prohibited release of materials to the environment, the lessee will indemnify the landowner for any costs of environmental cleanup and restoration as well as any penalties, fines, judgments or other amounts incurred by landowner because of such release.

K. 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 to the third by the two thus selected. The committee's decision shall be accepted by both parties.

L. Surrender of Possession and Holding Over: At the termination of the term of this lease and upon re-entry by Lessor as herein provided, Lessee will peaceably surrender possession of all said land to Lessor; and that in case Lessee shall remain in possession thereof after expiration of the term of this lease or after re-entry, as herein provided, it shall not be construed as a renewal

of this lease, and that, in such case, Lessee will surrender such possession to Lessor upon demand.

III. Land Use

A. Intent of Landowner

The intent with the landowner is to manage the land as a natural, environmentally balanced ecosystem that could include continuous living cover systems including returning livestock back on the land with managed rotational grazing on permanent pastures, cover crops, hay, organic farming, wildlife habitat, habitat for pheasants, etc. A Public Waterway runs through the field and Landowner intends to meet the obligations to buffer the waterway. The Landowner intends to transition the field to continuous living cover to improve long-term productivity through profitable conservation provisions, and to lease and ultimately sell it to a family farmer who will agree to farm it in ways that honor these approaches.

B. General provisions.

1. Land use. The land described in Section I will be used in approximately the following manner on land owned by Landowner, not including proposed CRP land. Note that blacked out areas mean those crops wouldn't be planted in a given year. This chart will be completed with consultation between landowner and lessee before the lease is signed. It can be modified in future years as conditions change.

Type of land use	Year 1	Year 2	Year 3	Year 4
1. Cropland				
A Row crops				
B. Row crops with cover crops	Soybeans with cover crop			
C. Corn silage with cover crops				
C. Small grains with cover crops				
D. Alfalfa		Alfalfa	Alfalfa	Alfalfa
E. Short-term grazing				
2. Managed rotational grazing on permanent pasture				
3. Other				
Total Acres				

Landowner prefers that on this field the lessee plant alfalfa by the second year or other multispecies hay crops.

B. Government Programs. The participation by landowner or lessee in federal, state or county government programs for purposes of commodity support, conservation enhancement or other objectives related to this field will be discussed at the time the lease is signed and annually as needed.

The course of action agreed upon should be placed in writing and be signed by both parties. A copy of the course of action so agreed upon shall be made available to each party.

IV. Amount and Payment of Rent

A. Cash rental rates. The lessee agrees to pay landowner as cash rent the amount as calculated in the “Amount of Cash Rent” table for the specific crops grown in each year; or, one total may be entered for Entire Farm unit to Landowner per year.

Year one

Type of Crop	Rate/ac	# acres	Amount
Row crops (for reference)	XXX		
Row crops with cover crops	-22%		
Corn silage	XXX		
Corn silage with cover crops	-22%		
Alfalfa	-22%		
Wheat	-22%		
Wheat with cover crop	-27%		
Other hay	-27%		
CRP land for hunting	0		
Total Amount			

Year two

Type of Crop	Rate/ac	# acres	Amount
Row crops (for reference)	XXX		
Row crops with cover crops	-22%		
Corn silage with cover crops	-22%		
Alfalfa	-22%		
Wheat	-22%		
Wheat with cover crop	-22%		
Other hay	-27%		
CRP land for hunting	0		
Total Amount			

Year three

Possibly introducing a well and transition to pasture on this land, if agreed upon with sisters and lessee

Type of Crop	Rate/ac	# acres	Amount
Row crops (for reference)	xxx		
Alfalfa	-22%		
Wheat	-22%		
Wheat with cover crop	-27%		
Other hay	-27%		
Multi-species perennial pasture managed with rotational grazing	-30%		
CRP land for hunting	0		
Total Amount			

Year four

Type of Crop	Rate/ac	# acres	Amount
Row crops (for reference)	xxx		
Alfalfa	-22%		
Wheat	-22%		
Wheat with cover crop	-27%		
Other hay	-27%		
Multi-species perennial pasture managed with rotational grazing	-30%		
CRP land for hunting	0		
Total Amount			

B. Rental payments to Landowner. The annual cash rent shall be paid as follows:

\$ on or before 1st day of April, ____

\$ on or before 1st day of April, ____

\$ on or before 1st day of April, ____

\$ on or before 1st day of April, ____

Interest shall accrue at the rate of ten percent (10%) on any rent paid after the due date. If the rent is not paid within ten (10) days of the due date, this lease shall immediately terminate.

C. Payee information. The rental payments shall be sent to the address of the landowner as shown on page 1 of this lease.

D. Liens. The lessee acknowledges and agrees that the landowner may file and perfect a lien upon the crops grown under this lease to secure the payment of rents or any other amounts due under this lease, and that the lessee may execute the same against such crops in accordance with state law.

V. Operation and Maintenance of Farm

To operate this farm efficiently and to restore and then maintain it in a high state of productivity, the parties agree as follows:

A. The lessee agrees:

1. General maintenance: To provide the labor necessary to maintain the farm and its improvements during the rental period in as good or better condition as it was at the beginning. Normal wear and depreciation and damage from causes beyond the lessee's control are excepted.

2. Noxious weeds and other pests. To use diligence to prevent noxious weeds from going to seed on the farm. Treatment of a noxious weed infestation and cost thereof shall be handled as follows. To use minimize the use of toxic pesticides and pesticide losses from runoff and leaching, reduce pesticide residues in crops and the soil, and reduce energy use and production costs: use Integrated Pest Management (IPM) strategies to control pests. These include suppression of weeds, insects, diseases and other pests by using diverse rotations of annual crops with various small grains and alfalfa, hay, grazing, monitoring for pest thresholds that might cause damage, and use of biological and other alternatives to chemical control. As a last resort, planned use of least toxic chemicals as defined by labels and IPM programs to keep pest populations below damaging levels, while minimizing harmful effects of pest control on humans, pollinators and natural resources.

3. Conservation. Preserve and improve soil health and all established watercourses and related buffers, and refrain from any operation or practice that will injure such structures. There are no designated highly erodible soils on this property. A copy of any conservation plans will be provided to Landowner/Lessee.

Specific conservation provisions include:

- To keep the lease premises neat and orderly.
- To improve soil health by increasing soil organic matter, aggregate stability and long-term sequestration of carbon in the soil resulting from adoption of continuous living cover systems such as use of cover crops with annual crops, longer crop rotations with small grains and perennials, alfalfa, other hay crops and pastures.
- To comply with pollution control and environmental protection requirements as required by local, state, and federal agencies.
- To implement water conservation and soil erosion control practices to comply with the soil loss standards that may be mandated by local, state, and federal agencies to minimize erosion from wind, rill or sheet and gullies.

Specific conservation provisions (continued)

- To improve the functioning of soil microbiology, minimize soil disturbance resulting from tillage and transition toward minimizing tillage after year one.
- To haul and spread fertilizer or manure at times and in quantities consistent with environmental protection requirements, soil survey limitations, soil and manure testing, and University of Minnesota recommendations for rates and timing of nutrient application. Manure application as a part of managed rotational grazing or composting are preferred methods. In years one through three, knifing or spreading manure through a lessee-owned and temporary irrigation system manure in corn, wheat or cover crops would be acceptable. However, to avoid loss of fertilizer nitrogen there will be no fall application of nitrogen fertilizers including but not limited to anhydrous ammonia. Lessee will monitor soil test levels for phosphorus and avoid building these levels above 20 ppm (Bray test) or 16 ppm (Olsen test).
- Not to plow or spray permanent pasture, Conservation Reserve Program or buffer areas.
- Not to remove cornstalks, straw, or other crop residues grown upon the land unless cover crops are used in conjunction with annual crops.
- No drainage tile exists or will be installed in this field.

4. Damage. Upon termination of the lease agreement, to pay the landowner reasonable compensation for any damages to the farm for which the lessee is responsible. Any decrease in value due to ordinary wear and depreciation or damages outside the control of the lessee are excepted.

5. Costs of operation. To pay all costs of operation except those specifically referred to in Sections V-A-4 and V-B.

6. Lessee insurance. To carry liability insurance lessee's farming operation naming landowner as an additional insured in case an employee, agent or invitee of the lessee is injured on landowner land because of lessee negligence. If hired workers besides lessee and related family members may on occasion perform paid work on landowner's land, to carry worker's compensation insurance for those hired workers

7. Hunting Rights: Lessee may hunt on this property.

8. Repairs. Not to buy materials for maintenance and repairs without written consent of the landowner.

9. Lessee is Family Farmer: By signing this lease the Lessee acknowledges that she/he (or any sub-lessee) is a family farm unit, family farm corporation, family farm limited liability company, a family farm trust, a family farm partnership or an authorized partnership as defined in the Minnesota Corporate Farm law.

B. The landowner agrees:

1. Loss replacement. To replace or repair as promptly as possible conservation structures damaged by natural causes.

2. Materials for repair. To furnish all material needed for normal maintenance and repairs.

3. Skilled labor. To furnish or pay for any skilled labor tasks that the lessee is unable to perform satisfactorily.

4. Reimbursement. To pay for materials purchased by the lessee for purposes of repair and maintenance if repair is approved by landowner ahead of the purchase. Reimbursement shall be made within days after the lessee submits the bill.

5. Removable improvements. The lessee may make minor improvements of a temporary of removable nature, which do not mar the condition or appearance of the farm, at the lessee's expense. The landowner further agrees to let the lessee remove such improvements even though they are legally fixtures at any time this lease is in effect or within days thereafter, provided the lessee leaves in good condition that part of the farm from which such improvements are removed. The lessee shall have no right to compensation for improvements that are not removed except as mutually agreed.

6. Compensation for crop expenses. To reimburse the lessee at the termination of this lease for field work done and for other crop costs incurred for crops to be harvested during the following year. Unless otherwise agreed, current custom rates for the operations involved and actual costs for materials applied will be used as a basis of settlement.

8. Pay Property Taxes. To pay property taxes for this land.

C. Both agree:

1. Not to obligate 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 debts or liabilities incurred, or for damages caused by the other party.

2. Rent to Buy. Lessee, assuming obligations are fulfilled and movement toward continuous living cover farming system and conservation provisions are fully implemented, as determined by landowner, shall have the right of first refusal if landowner should decide to sell the property. Property will be valued through an appraisal conducted by landowner considering conservation provisions to be continued on the land and any other stipulations. This right also does not pass on to lessee's heirs or successors after the lease is terminated. If the lease is terminated for any reason and a new tenant takes possession, the right of first refusal for the lessee will be extinguished.

3. Capital improvements. Costs of establishing permanent hay or pasture seeding, a well to use for cattle, permanent fencing improvements (except as provided in Section V-B-5), shall be divided between landowner and lessee as set forth in the following table. Such costs would not include government share of conservation cost-share program payments, e.g., from Environmental Quality Incentives Program. The lessee will be reimbursed by the landowner either when the improvement is completed, or the lessee will be compensated for the share of the depreciated cost of the lessee's contribution when the lease ends based on the value of the lessee's initial contribution and depreciation rate shown in the "Compensation for

Improvements” table. (Cross out the portion of the preceding sentence which does not apply.)
 Rates for labor, power and machinery contributed by the lessee shall be agreed upon before construction is started.

Capital Improvement	Installation Amount	Landowner % of Amount	Lessee % of Amount	Depreciation rate reimbursement upon end of lease
Well for water		50%	50%	20 yrs.
Perimeter fencing		40%	60%	10 yrs.
Multi-species perennial pasture seeding		20%	80%	5 yrs.
Total Amount				

Executed in duplicate on the date first above written:

 Lessee

 Lessee Spouse or Operating Partner

State of Minnesota County of _____
 On this day of _____ A.D. 2017, 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

 Landowner:

State of Minnesota County of _____
 On this day of _____ A.D. 2017, 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

Appendix I: Map of Land

Appendix II: Conservation Reserve Program Map

(based on publication NCFMEC-02, Revised 2011)

For additional information see NCFMEC-02 (Crop Share Rental Arrangements For Your Farm).

This lease entered into this _____ day of _____, 20____, between

_____, owner, of _____

Address

_____, spouse, of _____

Address

hereafter known as “the owner,” and

_____, operator, of _____

Address

_____, spouse, of _____

Address

hereafter known as “the operator.”

I. Property Description

The landowner hereby leases to the operator, to occupy and use for agricultural and related purposes, the following described property:

_____ consisting of approximately _____

acres situated in _____ County (Counties), _____ (State) with all improvements thereon

except as follows: _____

II. General Terms of Lease

A. Time period covered. The provisions of this agreement shall be in effect commencing on the

_____ day of _____, 20_____ and ending on the _____ day of _____, 20_____.

B. Amendments and alterations. Amendments and alterations to this lease shall be in writing and shall be signed by both the landowner and operator.

C. No partnership intended. It is particularly understood and agreed that this lease shall not be deemed to be, nor intended to give rise to, a partnership relation.

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

E. Right of entry. The landowner, as well as agents and employees of the landowner, reserve the right to enter the farm at any reasonable time to: a) consult with the operator; b) make repairs, improvements, and inspections; and c) (after notice of termination of the lease is given) do tillage, seeding, fertilizing, and any other customary seasonal work, none of which is to interfere with the operator in carrying out regular farm operations.

F. No right to sublease. The landowner does not convey to the operator the right to lease or sublet any part of the farm or to assign the lease to any person or persons whomsoever.

G. Binding on heirs. The provisions of this lease shall be binding upon the heirs, executors, administrators, and successors of both landowner and operator in like manner as upon the original parties, except as provided by mutual written agreement.

H. Landowner’s lien for rent and performance. The landowner’s lien provided by law on crops grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. If the operator fails to pay the rent due or fails to keep the agreements of this lease, all costs and attorney fees of the landowner in enforcing collection or performance shall be added to and become a part of the obligations payable by the operator hereunder.

I. Additional provisions: _____

III. Land Use

A. General provisions. The land described in Section I will be farmed according to best management practices in the region. Crops to be planted and harvested will be agreed upon in advance by the landowner and operator. Specific restrictions as to how the land is to be farmed are the following:

B. Pasture Restrictions. The pasture stocking rate shall not exceed:

PASTURE IDENTIFICATION	ANIMAL UNITS/ACRE [†]
_____	_____
_____	_____
_____	_____

[†] 1,000-pound mature cow is equivalent to one animal unit

Other restrictions related to pasture, grazing crops, and crop residues are:

C. Government programs. The extent of participation in government programs will be discussed and decided by both parties. The course of action agreed upon should be placed in writing and be signed by both parties. A copy of the course of action so agreed upon shall be made available to each party.

IV. Crop-Share Cash Rent and Related Provisions

A. Income will be shared according to the following:

Income source	Landowner (%)	Operator (%)
Crop production	_____ %	_____ %
Government payments [†]	_____ %	_____ %
Crop residue/forage	_____ %	_____ %
Hunting/lease income	_____ %	_____ %
Mineral/wind lease	_____ %	_____ %

[†] Includes all government payments (for example, Direct, Counter-cyclical, ACRE, SURE, Disaster, CSP) unless specified differently below.

Exceptions or specific provisions related to sharing of crop income are the following: _____

B. Contribution of production expenses will be according to the following:

Landowner contributions: _____

Operator contributions: _____

Shared expenses:[†] _____

[†]Split for shared expenses is _____ % for landowner and _____ % for operator, with the exception of the following: _____

If operator provides inputs that have a useful life beyond the term of the lease, how they will be compensated for any unused portion of the input at lease termination should be spelled out here.

2. Delivery of grain. The operator agrees to deliver the landowner's share of crops to the following location(s) at the time the crops are harvested: _____

Additional agreements related to grain hauling, storage, and marketing are: _____

3. Other terms of the lease not previously discussed: _____

V. Operation and Maintenance of Farm

To operate this farm efficiently and to maintain it in a high state of productivity, the parties agree as follows:

A. The operator agrees:

1. General maintenance. To provide the labor necessary to maintain the farm and its improvements during the rental period in as good condition as it was at the beginning. Normal wear and depreciation and damage from causes beyond the operator's control are exceptions.

2. Land use. Not to: a) plow pasture or meadowland, b) cut live trees for sale or personal use, or c) pasture new seedings of legumes and grasses in the year they are seeded without consent of the landowner. Other restrictions to be observed are as follows: _____

3. Insurance. Not to house automobiles, trucks, or tractors in barns, or otherwise violate restrictions in the landowner's insurance policies without written consent from the landowner. Restrictions to be observed are as follows: _____

4. Noxious weeds. To use diligence to prevent noxious weeds from going to seed on the farm. Treatment of the noxious weed infestation and cost thereof shall be handled as follows: _____

5. Addition of improvements. Not to: a) erect or permit to be erected on the farm any unremovable structure or building, b) incur any expense to the landowner for such purposes, or c) add electrical wiring, plumbing, or heating to any building without written consent of the landowner.

6. Conservation. Control soil erosion according to an approved conservation plan; keep in good repair all terraces, open ditches, inlets and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways; and refrain from any operation or practice that will injure such structures.

7. Damages. When leaving the farm, to pay the landowner reasonable compensation for any damages to the farm for which the operator is responsible. Exceptions are any decrease in value due to ordinary wear and depreciation or damages outside the control of the operator.

8. Costs of operation. To pay all costs of operation except those specifically referred to in Section IV-B.

9. Repairs. Not to buy materials for maintenance and repairs in an amount in excess of \$_____ within a single year without written consent of the landowner.

10. Recreational use. Use of the property for recreational purposes of any type (hunting, fishing, ATV, bird-watching, etc.) must be approved by the landowner in advance.

B. The landowner agrees:

1. Loss replacement. To replace or repair as promptly as possible the dwelling or any other building or equipment regularly used by the operator that may be destroyed or damaged by fire, flood, or other cause beyond the control of the operator or to make rental adjustments in lieu of replacements.

2. Materials for repairs. To furnish all material needed for normal maintenance and repairs.

3. Skilled labor. To furnish any skilled labor for tasks that the operator is unable to perform satisfactorily. Additional agreements regarding materials and labor are: _____

4. Reimbursement. To pay for materials purchased by the operator for purposes of repair and maintenance in an amount not to exceed \$_____ in any one year, except as otherwise agreed upon. Reimbursement shall be made within _____ days after the operator submits the bill.

5. Removable improvements. To let the operator make minor improvements of a temporary or removable nature, which do not alter the condition or appearance of the farm, at the operator's expense. The landowner further agrees to let the operator remove such improvements even though they are legally fixtures at any time this lease is in effect or within _____ days thereafter, provided the operator leaves in good condition that part of the farm from which such improvements are removed. The operator shall have no right to compensation for improvements that are not removed except as mutually agreed.

6. Compensation for crop expenses. To reimburse the operator at the termination of this lease for field work done and for other crop costs incurred for crops to be harvested during the following year. Unless otherwise agreed, current custom rates for the operations involved will be used as a basis of settlement.

C. Both agree:

1. Not to obligate 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 debts or liabilities incurred, or for damages caused by the other party.

2. Mineral rights and wind/solar development. The landowner shall have the right to enter into agreements for the development of petroleum, wind, solar, or other resources on the property, and may also authorize third parties to enter the property to survey, construct, and/or operate the facilities reasonably necessary to develop those resources. The landowner agrees to reimburse the tenant for any actual damage suffered for crops destroyed by these activities and to release the tenant from obligation to continue farming this property when and if development of such resources interferes materially with the tenant's opportunity to make a satisfactory return.

3. Environmental issues. The operator shall conduct all operations on the property in a manner consistent with all applicable local, state, and federal environmental codes, regulations, and statutes and shall bear sole responsibility for any violations thereof. The operator shall be solely responsible for securing any permits or approvals necessary for his or her activities on the property. In the event of any legally-prohibited release of materials to the environment, the operator will indemnify the landowner for any costs of environmental cleanup and restoration as well as any penalties, fines, judgments or other amounts incurred by landowner as a result of such release.

VI. 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:

_____	_____
Operator	Owner
_____	_____
Operator's spouse	Owner's spouse

State of _____

County of _____

On this _____ day of _____, A.D. 20_____, 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

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 rotoator. 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
- 17) 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
- 18) 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.
- 19) Discuss with landowners
- 20) Allow the landowners to enter the leased land as needed with or without prior notice or consent.
- 21) Use only the outhouse provided for toileting needs when solids are involved. (Solids are likely to attract unwelcome coyotes and dogs)
- 22) Drive no more than 10 mph on the driveway around the farmyard. (Sometimes the dogs jump out in front of the cars)

- 23) 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
- 24) 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.
- 25) 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.
- 26) 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.
- 27) Keep all open barrels and buckets that might collect water (mosquito breeding grounds) tipped over so water does not collect.
- 28) Not walk around, hunt or forage outside their rented land.
- 29) Not consume illegal substances on the rented land or elsewhere on Four Winds Farm.
- 30) Not sublease rented land to another person.
- 31) Ask landowners before bringing guests other than family members onto the farm to work or visit.
- 32) 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.
- 33) 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

12)

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

Organic Vegetable Crops Farm Lease

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

This land lease, made the ____ day of ____ 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 to be rented is part of _____ located in _____. The rented land totals _____ acres which includes the planted acres and the space that the farmers occupy with stored equipment _____ to _____. In addition, there will be a monthly charge for pallets of fertilizer (\$____/month) and tractors (\$____/month) that are stored in the hoop building. 50% of the rental payment is due on the signing of this contract. The second 50% of rent and any costs that have been invoiced to the farmers per this agreement are due on _____.

A. The farmers agree to:

- 1) Practice organic farming methods unless they receive permission in writing from the landowners to use other farming methods. Organic farming methods include but are not limited to minimized rototilling of the soil, crop rotations, mowing or clearing invasive weeds from rented land such as thistles, yellow mustard, and planting cover crops by October 15th as noted below.
- 2) Maintain good communication with landowners and respond to all phone calls/emails promptly.
- 3) Meet and discuss in person with landowners and other farmers if there is an issue/problem that needs resolution.
- 4) Provide their own fencing, solar electric fence charger, hoses, tools (unless the farmer needs one in an urgently in which case the farmer is to be sure that it is returned in good condition where it was found) and seed, transplants and fertility, including the delivery of all fertilizer and supplies etc.
- 5) Maintain/repair their own fencing for keeping predators away from crops.
- 6) Maintain a safe and clean worksite. Farmers are to purchase their own lockable garbage cans by _____ to use at their site. 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.
- 7) Clean up the rented land at the end of the season by _____ (a date agreed upon by all the parties). End of season clean-up includes removal of all plastic materials, wooden stakes, trellises, tools and supplies, irrigation hose etc. from the fields and storage of such equipment in a shelter on the farm or removal from the farm. Failure to do this will result in a \$____/day charge for each day it remains undone.
- 8) Buy seed and plant cover crops (winter rye) as the fields are done being harvested through the course of the fall and on all other rented fields by October 15th, _____ to protect the rented land for the winter.

Failure to do this will result in having to pay to have this done unless discussed with and approved by the owners.

- 9) Construct temporary shelters only after the structure and location has been approved by the landowners.
- 10) Maintain water lines from the hoop building and red barn hydrants at their cost.
- 11) Keep the water meter on the irrigation water lines that they are using at all times and report monthly by email to landowners the water usage for that month.
- 12) 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.
- 13) Ensure that water is turned off at the hydrant after irrigating is completed.
- 14) Check and record 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.
- 15) Record in pen the number of hours that they use the following equipment and fluid level checks on the log provided in the hoop building on the day that they use the equipment:
 - walk-behind mower;
 - tractor and rotovator;
 - tractor and mower
- 16) Pay for the use of the following equipment according to the following rates:
 - walk-behind mower - \$_____/hour
 - tractor and rotovator - \$_____/hour
 - tractor and mower – \$_____/hour
- 17) 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.
- 18) Discuss with landowners where rock piles should be established and how they should be marked. Not just throw rocks into the grass as they often result in damage to the mower when they are run over.
- 19) Allow the landowners to enter the leased land as needed with or without prior notice or consent.
- 20) Use only the outhouse provided for toileting needs when solids are involved. (Solids are likely to attract unwelcome coyotes and dogs)
- 21) Drive no more than 10 mph on the driveway around the farmyard. (Sometimes the dogs jump out in front of the cars)
- 22) Provide landowners by _____ 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 and/or might have from eating their produce. 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.
- 23) Release landowners and _____ Farm and hold them both harmless for any claims that may arise out of the use of the landowners' land and landowners' equipment, including but not limited to farmers' personal injury, farmers' guests' personal injury, damage and loss to famers' equipment and/or farmers' crops or farmers' injury from use of of landowners' equipment or truck.
- 24) 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.
- 25) Keep all open barrels and buckets that might collect water (mosquito breeding grounds) tipped over so water does not collect.
- 26) Not walk around, hunt or forage outside their rented land.
- 27) Not consume illegal substances on the rented land or elsewhere on _____ Farm.
- 28) Not sublease rented land to another person.
- 29) Ask landowners before bringing guests other than family members onto the farm to work or visit.

- 30) Assume responsibility for the safety and appropriate behavior of all guests of the farmers. Such guests are welcome to be visiting the farmers' fields and are to use the outhouse when solids are involved. Guests are not allowed on other parts of _____ Farm.
- 31) 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 acreage 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, and rotovator in working order.
- 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 water meters with which to measure the water used for irrigation.
- 8) 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 in the event that there is a period when there is not electricity during the time that it is being restored.
- 9) Provide electricity meter with which to measure the usage of electricity for the walk-in cooler.
- 10) 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 October 15th ,_____.
- 11) Not disturb any of the farmers planting or structures.

C. Additional terms:

If after the landowners and farmers meet and agree at the end of the growing season in _____, 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. Also, the crops are to be worked into the soil and the fields are to be seeded back down to winter rye. If the farmers fail to do this they will be responsible to pay landowners for the cost of having this done.

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

Signatures and Dates Signed:

Landowners

Farmers