

# CROP SHARE LEASE

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This Crop Share Lease (this "**Lease**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[LANDOWNER LEGAL NAME], of [LANDOWNER ADDRESS] ("**Landowner**"); and

[TENANT LEGAL NAME], of [TENANT ADDRESS] ("**Tenant**" or "**Operator**").

Landowner and Tenant are each a "**Party**" and together the "**Parties**."

**Recitals.** Landowner owns or controls agricultural land suitable for crop production and wishes to lease that land to Tenant on a crop-share basis. Tenant is engaged in farming and wishes to farm the land and share the resulting crop with Landowner in agreed proportions rather than pay a fixed cash rent. The Parties intend that Landowner share in both the production and certain costs of production, and that risk and reward be allocated as set out below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Leased Premises and Term

**1.1 Premises.** Landowner leases to Tenant the agricultural land described as [LEGAL DESCRIPTION OR ACREAGE, COUNTY, STATE], consisting of approximately [NUMBER] tillable acres, together with the rights of access, water, and use reasonably necessary to farm it (collectively, the "**Premises**"). Any buildings, grain storage, or improvements included or excluded are listed in **Exhibit A**.

**1.2 Use.** Tenant will use the Premises only for lawful agricultural production of the crops described in Section 2 and for purposes ordinarily incidental to farming. Tenant will not use the Premises for non-agricultural purposes without Landowner's prior written consent.

**1.3 Term.** This Lease begins on [START DATE] and ends on [END DATE] (the "**Term**"), covering the [YEAR(S)] crop year(s). Holdover, if any, is governed by Section 9.

**1.4 Renewal and notice to terminate.** Unless either Party gives written notice of non-renewal at least [NUMBER] days before the end of the Term, this Lease [renews for an additional one-year term / terminates]. Notice periods for termination of a farm tenancy are set by local law in many jurisdictions; the Parties will comply with any statutory notice requirement that applies, even if longer than the period stated here.

## 2. Crops and Farming Practices

**2.1 Permitted crops.** Tenant will plant and harvest [CROP(S), e.g. corn, soybeans, wheat] on the Premises. Any change in the crop or crop rotation requires Landowner's prior written consent, which will not be unreasonably withheld.

**2.2 Good husbandry.** Tenant will farm the Premises in a good and farmer-like manner consistent with generally accepted agricultural and conservation practices for the area, including reasonable measures to control weeds,

pests, and erosion and to maintain soil fertility.

**2.3 Conservation compliance.** Tenant will comply with any soil and water conservation plan applicable to the Premises and with the requirements of any federal or state farm program in which the Premises are enrolled, and will not take any action that would cause loss of program eligibility or benefits without Landowner's consent.

**2.4 Tenant's diligence.** Tenant will furnish the labor, machinery, and management necessary to plant, tend, and harvest the crops in a timely manner appropriate to the growing season.

### 3. Division of Crop and Expenses

**3.1 Crop share.** The harvested crop will be divided [e.g. 50% to Landowner, 50% to Tenant / OTHER RATIO]. Each Party owns its share of the crop as produced and bears the risk of price changes on its own share.

**3.2 Shared input costs.** The Parties will share the cost of the following inputs in the same proportion as the crop share, unless stated otherwise: [e.g. seed, fertilizer, chemicals, crop insurance, drying]. Tenant will purchase shared inputs and provide Landowner with copies of invoices; Landowner will reimburse its share within [NUMBER] days of receiving documentation.

**3.3 Costs borne by Tenant alone.** Tenant alone bears the cost of machinery, fuel, repairs, labor, and other expenses listed in **Exhibit B** as Tenant expenses.

**3.4 Costs borne by Landowner alone.** Landowner alone bears real estate taxes, assessments, and the cost of major or structural improvements, except as the Parties otherwise agree in writing.

**3.5 Delivery and storage of Landowner's share.** Tenant will deliver Landowner's share of the crop to [LOCATION / ELEVATOR] at [Tenant's / shared] expense, or store it on the Premises as the Parties direct. Risk of loss to each Party's share passes as set by applicable law for stored or delivered grain.

**3.6 Government payments.** Farm program payments, conservation payments, and similar government payments attributable to the Premises will be divided [e.g. in the same proportion as the crop share / AS STATED IN EXHIBIT B].

### 4. Insurance and Risk of Loss

**4.1 Crop insurance.** The Parties will [obtain / not obtain] multi-peril or revenue crop insurance on the crop. If obtained, premiums and any indemnity payments are shared in the same proportion as the crop share unless stated otherwise in **Exhibit B**.

**4.2 Liability insurance.** Tenant will maintain general liability insurance covering its farming operations with limits of at least [AMOUNT] and will name Landowner as an additional insured, providing a certificate on request.

**4.3 Risk of crop loss.** Subject to any insurance, each Party bears the risk of loss to its own share of a growing or harvested crop from causes beyond the other Party's reasonable control, including drought, hail, flood, and pests.

### 5. Care of the Premises

**5.1 Maintenance.** Tenant will maintain fences, waterways, terraces, drainage tile, and field roads in at least as good condition as at the start of the Term, ordinary wear and tear excepted, and will promptly report needed major repairs to Landowner.

**5.2 No waste.** Tenant will not commit waste, will not remove topsoil, sod, gravel, sand, or timber except as expressly permitted, and will not knowingly allow noxious weeds or invasive species to spread.

**5.3 Improvements.** Tenant will not make permanent improvements to the Premises without Landowner's prior written consent. Ownership and any compensation for approved improvements at the end of the Term will be as the Parties agree in writing at the time of approval.

**5.4 Compliance with law.** Tenant will comply with all applicable laws, regulations, and permit requirements governing pesticide and fertilizer application, water use, manure management, and agricultural operations on the Premises.

## 6. Default and Remedies

**6.1 Tenant default.** Tenant is in default if it fails to pay any amount when due, abandons the Premises, fails to farm in a farmer-like manner, or otherwise materially breaches this Lease and does not cure within **[NUMBER]** days after written notice (or such longer period as applicable farm-tenancy law requires).

**6.2 Landowner default.** Landowner is in default if it materially breaches this Lease and fails to cure within **[NUMBER]** days after written notice.

**6.3 Remedies.** On an uncured default, the non-defaulting Party may pursue any remedy available at law or in equity, including termination of this Lease and recovery of damages, subject to any statutory protections for agricultural tenants. The Parties will follow the eviction and notice procedures required by local law.

**6.4 Landowner's lien.** To the extent permitted by applicable law, Landowner has a lien on Tenant's share of the crops and proceeds to secure amounts Tenant owes under this Lease. Statutory landlord lien rights vary by jurisdiction and control where they conflict with this Section.

## 7. Assignment and Subletting

**7.1 No assignment without consent.** Tenant may not assign this Lease or sublet any part of the Premises, or allow custom farming of the Premises by a third party in lieu of Tenant's own operation, without Landowner's prior written consent.

**7.2 Binding effect.** Subject to Section 7.1, this Lease binds and benefits the Parties and their heirs, successors, personal representatives, and permitted assigns.

**7.3 Sale of Premises.** If Landowner sells the Premises, this Lease **[remains in effect for the balance of the Term / terminates as provided in Exhibit A]**, and Landowner will give Tenant prompt written notice of any sale.

## 8. Surrender and End-of-Term Matters

**8.1 Surrender.** At the end of the Term, Tenant will peaceably surrender the Premises in good condition, ordinary wear and depletion from normal cropping excepted, and will remove its personal property and equipment.

**8.2 Fall tillage and unharvested crops.** Responsibility for fall tillage, cover crops, and the disposition or harvest of crops still in the field at the end of the Term is as stated in **Exhibit B**. Tenant retains the right to enter to harvest a crop it planted during the Term unless the Parties agree otherwise.

**8.3 Reimbursement for inputs.** If the Lease ends before Tenant can harvest a crop into which it has put shared or Tenant-only inputs, the Parties will settle those inputs as provided in **Exhibit B** or, absent agreement, as required by applicable law.

## 9. General Provisions

**9.1 Independent operation.** Tenant operates as an independent farmer. Nothing in this Lease creates a partnership, joint venture, or employment relationship, and neither Party may bind the other except as expressly

stated.

9.2 **Governing law and venue.** This Lease is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the courts located in [COUNTY, STATE].

9.3 **Holdover.** If Tenant remains in possession after the Term with Landowner's consent and without a new written lease, the tenancy continues [as a year-to- year tenancy / as a tenancy at will] on the same terms, subject to applicable law.

9.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt or as otherwise provided by applicable law.

9.5 **Entire agreement; amendment.** This Lease, with its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.7 **Counterparts and electronic signature.** This Lease may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Lease as of the Effective Date.

**LANDOWNER**

**TENANT**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE or N/A]

Title: [TITLE or N/A]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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