

FARM LEASE AGREEMENT

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

[LANDLORD LEGAL NAME], of [LANDLORD ADDRESS] ("**Landlord**"); and

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

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

Recitals. Landlord owns the agricultural real property described below and wishes to lease it to Tenant for farming and related agricultural use. Tenant wishes to lease and operate the property for those purposes on the terms set out in this Lease. In consideration of the mutual promises below and the rent to be paid, the Parties agree as follows.

1. Leased Premises

1.1 **Description.** Landlord leases to Tenant the agricultural real property located at [PROPERTY ADDRESS / LEGAL DESCRIPTION] in [COUNTY, STATE], consisting of approximately [NUMBER] total acres, of which approximately [NUMBER] acres are tillable cropland (the "**Premises**").

1.2 **Included improvements.** The Premises include the following improvements, structures, and fixtures: [LIST, e.g. barns, grain bins, fencing, irrigation equipment, wells, machine sheds, livestock facilities]. Any improvement not listed is excluded unless the Parties add it in writing.

1.3 **Reserved areas.** Landlord reserves the following areas and rights for Landlord's own use: [DESCRIBE ANY RESERVED HOMESTEAD, HUNTING RIGHTS, MINERAL RIGHTS, ROAD ACCESS, OR EXCLUDED PARCELS, OR STATE "NONE"].

1.4 **Condition.** Tenant has inspected the Premises and accepts them in their present condition, except as the Parties otherwise agree in writing in a move-in condition record attached as an exhibit.

2. Term

2.1 **Lease term.** The term of this Lease begins on [START DATE] and ends on [END DATE] (the "**Term**"), unless terminated earlier under this Lease. The Parties intend the Term to align with the crop or production year customary in [COUNTY, STATE].

2.2 **Holdover.** If Tenant remains in possession after the Term ends without a signed renewal, the tenancy continues on a [year-to-year / month-to-month] basis on the same terms, terminable as required by applicable state law governing agricultural tenancies, including any statutory notice period for termination of a farm tenancy.

2.3 Renewal. The Parties may renew this Lease only by a written agreement signed by both Parties.

[OPTIONAL: describe any renewal option, including the notice deadline and how rent will be set for the renewal term.]

3. Rent and Payment

3.1 Rent structure. Tenant will pay rent under the following structure (select and complete the applicable option):

[CASH RENT of \$[AMOUNT] per acre per year / \$[AMOUNT] total per year] OR [CROP-SHARE rent equal to [PERCENTAGE]% of the harvested crop or its proceeds, with input costs shared as described in Section 3.5] OR [FLEXIBLE CASH RENT calculated as [DESCRIBE FORMULA tied to yield and/or price]].

3.2 Payment schedule. Cash rent is payable in [NUMBER] installment(s) as follows: [e.g. one-half on [DATE] and one-half on [DATE]]. Payment is made to Landlord at the address above or by [PAYMENT METHOD].

3.3 Late payment. Rent not paid within [NUMBER] days of its due date accrues a late charge of [SAMOUNT / PERCENTAGE] and interest at the lesser of [RATE] or the maximum rate permitted by applicable law. Repeated late payment may be treated as a default under Section 11.

3.4 Security deposit. Tenant will deposit [SAMOUNT / "NONE"] with Landlord as security for performance. Landlord will hold, apply, and return the deposit as required by applicable state law, including any limits on the amount and any deadline and itemization requirements for its return.

3.5 Crop-share inputs (if applicable). Where crop-share rent applies, the Parties will share the cost of [seed, fertilizer, chemicals, crop insurance, drying, hauling, and other inputs] in the same proportion as the crop is shared unless this Section states otherwise: [DESCRIBE ANY EXCEPTIONS].

4. Use of the Premises

4.1 Permitted use. Tenant will use the Premises only for lawful agricultural purposes, including [crop production / livestock grazing / hay production / [OTHER]], and for purposes reasonably incidental to those activities.

4.2 Good husbandry. Tenant will farm the Premises in a good and husbandlike manner consistent with sound, generally accepted agricultural practices for the region, and will not commit waste or permit the Premises to deteriorate beyond ordinary wear.

4.3 Conservation and soil care. Tenant will follow reasonable conservation practices, will not remove topsoil, and will comply with any applicable conservation plan, including any plan required for participation in government farm programs. [DESCRIBE ANY REQUIRED CROP ROTATION, COVER-CROP, OR TILLAGE PRACTICES.]

4.4 No unauthorized removal. Tenant will not remove from the Premises any soil, sod, gravel, sand, timber, or topsoil, and will not cut live trees except as reasonably necessary for farming operations or with Landlord's prior written consent.

4.5 Government programs. The Parties will cooperate in good faith to maintain eligibility for and to allocate the benefits and obligations of any federal, state, or local farm program affecting the Premises, including allocation of any program payments. [DESCRIBE THE AGREED ALLOCATION OF PROGRAM PAYMENTS.]

5. Maintenance, Repairs, and Improvements

5.1 Tenant maintenance. Tenant will, at Tenant's expense, perform routine maintenance, including maintaining fences, waterways, drainage, lanes, and minor repairs to buildings used by Tenant, and will control weeds, brush, and pests as a prudent operator would.

5.2 Landlord repairs. Landlord is responsible for major structural repairs and for replacement of major fixtures and improvements, unless damage results from Tenant's negligence or misuse. Tenant will promptly notify Landlord of any needed major repair.

5.3 Improvements by Tenant. Tenant will not make permanent improvements to the Premises without Landlord's prior written consent. Unless the Parties agree otherwise in writing, permanent improvements become Landlord's property at the end of the Term, and Tenant is not entitled to compensation except as the Parties may separately agree.

5.4 Tilling and harvest. Tenant is responsible for all field operations, including tillage, planting, cultivation, and harvest, using Tenant's own equipment unless the Parties agree otherwise.

6. Utilities, Taxes, and Insurance

6.1 Utilities. Tenant will pay for all utilities and services it uses on the Premises, including [electricity for irrigation, fuel, and water], unless the Parties agree otherwise.

6.2 Real estate taxes. Landlord will pay all real estate taxes and special assessments on the Premises, except taxes or assessments attributable solely to Tenant's improvements or operations, which Tenant will pay.

6.3 Liability insurance. Tenant will maintain commercial general liability insurance covering its farming operations with limits of at least [\$AMOUNT] per occurrence, and will name Landlord as an additional insured. Tenant will provide a certificate of insurance on Landlord's request.

6.4 Property and crop insurance. Landlord will insure the buildings and improvements it owns. Tenant is responsible for insuring its own equipment, livestock, stored crops, and, where prudent or required, for obtaining crop insurance for the growing crop.

7. Liability and Indemnification

7.1 Assumption of operating risk. Tenant operates the Premises at its own risk and is responsible for the safe conduct of its farming operations, including the operation of machinery, the handling of chemicals, and the care of any livestock.

7.2 Indemnification by Tenant. Tenant will indemnify and hold Landlord harmless from claims, losses, and expenses arising out of Tenant's use or operation of the Premises, except to the extent caused by Landlord's negligence or willful misconduct.

7.3 Environmental compliance. Tenant will comply with all applicable environmental laws governing the storage, use, application, and disposal of fertilizers, pesticides, fuels, and animal waste, and will indemnify Landlord for contamination caused by Tenant's operations during the Term.

8. Right of Entry

8.1 Landlord access. Landlord and its agents may enter the Premises at reasonable times, on reasonable advance notice except in an emergency, to inspect, to show the Premises to prospective tenants or buyers, or to perform Landlord's repairs.

8.2 No interference. Landlord will exercise its right of entry so as not to unreasonably interfere with Tenant's farming operations or growing crops.

9. Surrender and Removal of Crops

9.1 Surrender at end of Term. At the end of the Term, Tenant will surrender the Premises in good condition, ordinary wear and tear and conditions beyond Tenant's control excepted, with fences, waterways, and lanes in the condition required by this Lease.

9.2 Growing and harvested crops. Tenant retains ownership of crops Tenant planted and the right to harvest crops maturing after the Term, and the right to reasonable access to do so, subject to applicable state law on a tenant's emblements or away-going crop. The Parties will cooperate to allow an orderly harvest.

9.3 Removal of personal property. Tenant will remove its equipment, livestock, and personal property by the end of the Term or any agreed harvest-access period. Property left after that time may be treated as abandoned, subject to applicable law.

10. Assignment and Subletting

10.1 Consent required. Tenant will not assign this Lease or sublet all or any part of the Premises, or allow custom farming of the Premises by a third party, without Landlord's prior written consent, which Landlord will not unreasonably withhold.

10.2 Continuing liability. No permitted assignment or sublease releases Tenant from its obligations under this Lease unless Landlord agrees in writing.

10.3 Transfer by Landlord. Landlord may sell or transfer the Premises subject to this Lease, and this Lease binds Landlord's successors and assigns.

11. Default and Remedies

11.1 Events of default. Tenant is in default if it (a) fails to pay rent when due and does not cure within [NUMBER] days after written notice; (b) breaches any other obligation and does not cure within [NUMBER] days after written notice; (c) abandons the Premises; or (d) becomes insolvent or files for bankruptcy.

11.2 Remedies. On an uncured default, Landlord may pursue any remedy available under applicable law, including terminating this Lease, recovering possession through the lawful eviction or forcible-entry process required by the state, and recovering unpaid rent and damages. Landlord will follow the notice and procedure required by applicable agricultural-tenancy and landlord-tenant law.

11.3 No self-help. Landlord will not seize crops, livestock, or equipment or exclude Tenant except through the lawful process required by applicable law.

11.4 Cumulative remedies. The remedies in this Lease are cumulative and in addition to any remedy available at law or in equity.

12. General Provisions

12.1 Governing law. This Lease is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. Many states have specific statutes governing farm tenancies, including required notice to terminate; local law controls where it differs from this Lease.

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

12.3 Entire agreement; amendment. This Lease, together 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.

12.4 **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.

12.5 **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.

LANDLORD	TENANT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE / N/A]	Title: [TITLE / N/A]
Date: _____	Date: _____

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