

GRAZING LEASE

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

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

[GRAZIER LEGAL NAME], of [GRAZIER ADDRESS] ("**Grazier**" or "**Tenant**").

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

Recitals. Landowner owns or controls pasture and rangeland suitable for grazing livestock and wishes to grant Grazier the right to graze livestock on that land. Grazier raises or manages livestock and wishes to use the land for grazing on the terms below. The Parties intend that grazing be conducted at a sustainable stocking rate that protects the forage, soil, and water resources of the land. In consideration of the mutual promises below, the Parties agree as follows.

1. Leased Premises and Grazing Rights

1.1 Premises. Landowner leases to Grazier the pasture and rangeland described as [LEGAL DESCRIPTION OR ACREAGE, COUNTY, STATE], consisting of approximately [NUMBER] acres of grazable land (the "**Premises**"), together with the fences, water sources, corrals, and access described in **Exhibit A**.

1.2 Grant of grazing rights. Landowner grants Grazier the non-exclusive right to graze livestock on the Premises during the Term. This Lease conveys grazing rights only and does not convey any right to crop, harvest hay, hunt, mine, or otherwise use the Premises except as expressly stated.

1.3 Reserved rights. Landowner reserves the right to enter the Premises to inspect, maintain improvements, conduct other reserved uses, and otherwise use the Premises in any manner not inconsistent with Grazier's grazing rights.

1.4 Term and season. This Lease begins on [START DATE] and ends on [END DATE] (the "**Term**"). Grazing is permitted during the grazing season of [e.g. May 1 through October 31] each year, or as otherwise stated in **Exhibit A**. Any statutory notice required to terminate an agricultural tenancy applies even if longer than any notice period stated here.

2. Livestock, Stocking Rate, and Management

2.1 Permitted livestock. Grazier may graze only [TYPE AND CLASS OF LIVESTOCK, e.g. cow-calf pairs, yearling steers, sheep] on the Premises. No other animals may be placed on the Premises without Landowner's prior written consent.

2.2 Stocking rate. Grazier will not exceed a stocking rate of [NUMBER] animal units / AUMs on the Premises, or such lower rate as is necessary to prevent overgrazing. The Parties will adjust the stocking rate downward in

drought or poor-forage conditions as reasonably necessary to protect the resource.

2.3 Rotation and rest. Grazier will manage grazing using [rotational / continuous / OTHER] grazing and will allow pastures reasonable rest and recovery consistent with good range-management practices for the area.

2.4 Animal health and identification. Grazier is responsible for the care, health, branding or identification, and veterinary needs of its livestock and will comply with all brand-inspection, health-certificate, and movement requirements of applicable law.

2.5 Removal in overgrazing or emergency. If forage conditions deteriorate or an emergency arises, Grazier will promptly reduce numbers or remove livestock on Landowner's reasonable written request to protect the Premises and the animals.

3. Rent and Payment

3.1 Rent. Grazier will pay Landowner rent of [AMOUNT] per [acre / AUM / head / month / animal unit month], calculated as [METHOD], for a total of approximately [AMOUNT] per grazing season.

3.2 Payment schedule. Rent is payable [in advance on [DATE] / in installments as stated in Exhibit A]. Grazier will pay each installment to Landowner at [ADDRESS / METHOD].

3.3 Adjustment for actual use. If rent is calculated on a per-head or per-AUM basis, the Parties will reconcile actual grazing use against estimated use at the end of each grazing season and settle any difference within [NUMBER] days.

3.4 Late payment. Rent not paid when due accrues interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law, from the due date until paid.

3.5 Landowner's lien. To the extent permitted by applicable law, Landowner has a lien on Grazier's livestock and their proceeds to secure unpaid rent and other amounts due under this Lease. Statutory landlord and agister lien rights vary by jurisdiction and control where they conflict with this Section.

4. Fences, Water, and Improvements

4.1 Fence maintenance. Responsibility for boundary and interior fences is as stated in **Exhibit A**. Unless stated otherwise, Grazier will keep all fences livestock-tight during the grazing season and promptly repair damage caused by its operations.

4.2 Water. Landowner will make the water sources described in **Exhibit A** available to the extent they exist; Landowner does not warrant the quantity or quality of natural water. Grazier will maintain stock tanks, pipelines, and watering facilities it uses and will not waste or contaminate water.

4.3 Weed and brush control. Grazier will control noxious weeds and will not allow invasive species to spread through its operations. Responsibility for brush management and any cost-sharing is as stated in **Exhibit A**.

4.4 No permanent improvements without consent. Grazier will not construct permanent improvements without Landowner's prior written consent. Ownership and removal of any approved or temporary improvements at the end of the Term are as the Parties agree in writing.

5. Liability, Insurance, and Indemnity

5.1 Care of livestock and trespass. Grazier is solely responsible for keeping its livestock on the Premises and for any damage, trespass, or injury caused by its livestock straying onto neighboring or public land or roads, subject to any applicable open-range or fence law.

5.2 Liability insurance. Grazier will maintain general liability insurance covering its livestock and grazing operations with limits of at least **[AMOUNT]**, will name Landowner as an additional insured, and will provide a certificate on request.

5.3 Indemnity. Grazier will indemnify and hold Landowner harmless from claims, losses, and expenses arising from Grazier's livestock or operations on the Premises, except to the extent caused by Landowner's negligence or willful misconduct.

5.4 Recreational and agricultural use immunity. Nothing in this Lease waives any limitation of landowner liability available under applicable agricultural or recreational-use statutes; those statutes apply according to their terms.

6. Care of the Land

6.1 No waste or overgrazing. Grazier will not commit waste, overgraze, or damage the forage, soil, riparian areas, or improvements, and will use the Premises consistent with good stewardship.

6.2 Conservation compliance. Grazier will comply with any grazing, conservation, or government-program plan applicable to the Premises and will not take any action that jeopardizes program eligibility without Landowner's consent.

6.3 Compliance with law. Grazier will comply with all applicable laws and permits governing livestock, grazing, water use, manure management, and operations on the Premises.

7. Default and Remedies

7.1 Grazier default. Grazier is in default if it fails to pay rent when due, overgrazes or damages the Premises, places unauthorized livestock on the Premises, or otherwise materially breaches and fails to cure within **[NUMBER]** days after written notice (or any longer statutory cure period).

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

7.3 Remedies. On an uncured default, the non-defaulting Party may pursue any remedy available at law or in equity, including termination and damages, subject to statutory protections for agricultural tenants and the eviction and notice procedures required by local law.

7.4 Right to remove livestock on default. If Grazier fails to remove livestock after termination, Landowner may, to the extent permitted by law, remove or impound the livestock at Grazier's expense, taking reasonable care of the animals.

8. Assignment, Sublease, and Successors

8.1 No assignment without consent. Grazier may not assign this Lease, sublet, or allow a third party to graze livestock on the Premises without Landowner's prior written consent.

8.2 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 Grazier prompt written notice of any sale.

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

9. General Provisions

9.1 **Independent operation.** Grazier operates as an independent agricultural producer. Nothing in this Lease creates a partnership, joint venture, agency, or employment relationship.

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 **Surrender and holdover.** At the end of the Term, Grazier will remove all livestock and personal property and surrender the Premises in good condition, ordinary wear excepted. Holdover with consent continues [as a year-to-year / season-to-season tenancy] 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 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	GRAZIER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE or N/A]	Title: [TITLE or N/A]
Date: _____	Date: _____

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