This lease is entered into this ______________ day of __________________________, 20_________, between
building or facility owner __________________________________________, and __________________________________________
building or facility owner's spouse or partner __________________________________________,
hereafter known as “the owner,” and
building or facility renter __________________________________________, and __________________________________________
building or facility renter's spouse or partner __________________________________________,
hereafter known as “the renter.”

I. PROPERTY DESCRIPTION

The owner hereby leases to the renter, to use for agricultural and related purposes, the following described property:

situated in Section ________ of _________________ Township in _______________ County, __________ (State),
with all improvements thereon except as follows:

The property is agreed to be of the following size and condition:
Size or capacity ______________________________________________________________________________
Condition (list defects): ________________________________________________________________________
_________________________________________________________________________ __________________
_______________________________ __________________________________________________________

II. GENERAL TERMS OF LEASE

A. Time period covered. The provisions of this agreement shall be in effect for __________ year(s) and/or __________ months commencing on the _________________ day of __________________________, 20_________. This lease shall continue in effect from year to year thereafter unless written notice of termination is given by either party to the other at least __________ 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 a general review of the lease or for consideration of proposed changes by either party, at least __________ 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 owner and renter.

D. No partnership intended. It is particularly understood and agreed that this lease shall not be deemed to be or intended to give rise to a partnership relation.

E. Transfer of property. If the owner should sell or otherwise transfer title to the property, he/she will do so subject to the provisions of this lease.

F. Right of entry. The owner reserves the right to inspect the property at any reasonable time to (a) consult with the renter;
(b) make repairs, improvements, and inspections; and (c) after notice of termination of the lease is given, do any customary seasonal work, none of which is to interfere with the renter in carrying out regular farm operations.

G. No right to sublease. The owner does not convey to the renter the right to lease or sublet any part of the property or to assign the lease to any person or persons whomsoever.

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

I. Failure to pay. If the renter fails to pay the rent due or fails to keep the agreements of this lease, all costs and attorney fees of the owner in enforcing collection or performance shall be added to and become a part of the obligations payable by the renter hereunder.

J. Additional provisions:

III. AMOUNT AND PAYMENT OF CASH RENT
(complete at beginning of lease)

A. The renter agrees to pay a total cash rent of $__________ during the time period covered by this lease (see Section II. A.). The cash rent will be payable as follows:

$__________ on or before the _____ day of _______ (month)
$__________ on or before the _____ day of _______ (month)
$__________ on or before the _____ day of _______ (month)

at the following location or address:

In the event of late payment, interest charges shall accrue at the rate of _______ percent per annum.

B. Or the renter agrees to pay a total cash rent of $__________ per _______ (specify unit) during the time period covered by this lease (see Section II. A.). The rent will be payable on or before __________

The number of units will be determined as follows:

IV. OPERATION AND MAINTENANCE OF PROPERTY

A. The renter agrees:

1. Use. To use the property only for the following purposes:

____________________________________________________

The rate of use or capacity shall not exceed__________

____________________________________________________ at any given
time, or a total of__________ (units) per

(time period).

2. General maintenance. To perform ordinary maintenance necessary to maintain the property during the lease period in as good condition as it was at the beginning. Normal wear and depreciation and damage from causes beyond the renter’s control are excepted. To pay for and replace the following items:

____________________________________________________

3. Repairs. Not to purchase materials for maintenance and repairs in excess of $__________ within a single year without written consent of the owner.

4. Insurance. To fully insure livestock, crops, feed, equipment and other assets owned by the renter that are located on the property against theft, casualty, or other loss. Not to violate restrictions in the owner’s insurance policies without written consent from the owner. Restrictions to be observed are as follows:

5. Costs of operation. To pay the following utility and operating costs, with charge or usage to be calculated as follows:

6. Addition of improvements. Not to (a) add electrical wiring, plumbing, or heating to any building without written consent of the owner; or (b) incur any expense to the owner except as follows:

7. Damages. When the renter leaves the property, to pay the owner reasonable compensation for any damages to the property for which the renter is responsible. Any decrease in value due to ordinary wear and depreciation or damages outside the control of the renter is excepted.

8. Livestock manure. To remove livestock manure at the following approximate times:

____________________________________________________

and dispose of it according to the following manner and location:

____________________________________________________

(Strike this provision if owner is responsible for manure removal.)

B. The owner agrees:

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

2. Insurance. To fully insure the property against casualty, theft, or other loss, and against personal liability, up to the following amounts:

3. Materials for repairs. To furnish all materials needed for normal maintenance and repairs, except for:

4. Skilled labor. To furnish any skilled labor which the renter is unable to perform satisfactorily with respect to upkeep of the property being rented. Additional agreements regarding materials and labor are:

____________________________________________________

5. Reimbursement. To pay for materials purchased by the renter for purposes of repair and maintenance on the property being rented in an amount not to exceed $__________ in any one year, except as otherwise agreed upon. Reimbursement shall be made within _______ days after the renter submits an itemized bill.

6. Removable improvements. To let the renter make minor improvements of a temporary or removable nature, which do not mar the condition or appearance of the property at the renter’s expense. The owner further agrees to let the renter remove such improvements even though they are legally fixtures at any time this lease is in effect or within _______ days thereafter, provided the renter leaves in good condition that property from which such
improvements are removed. The renter shall have no right to compensation for improvements that are not removed except as mutually agreed in writing prior to their installation.

7. **Water.** To furnish an adequate supply of clean water for the quantity of livestock specified above. Repairs to wells, pumps, and water systems shall be paid for as follows:

In the event that it becomes necessary to purchase and/or transport additional water, the cost of such purchase and/or transport shall be paid as follows:

8. **Livestock manure.** To remove livestock manure at the following approximate times: 

(Strike this provision if renter is responsible for manure removal.)

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### Compensation for Improvements

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<tr>
<th>Type of Improvement</th>
<th>Date Completed</th>
<th>Estimated Total Cost</th>
<th>Material</th>
<th>Unskilled Labor</th>
<th>Machinery</th>
<th>Total Value of Renter's Contribution</th>
<th>Rate of Annual Depreciation</th>
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### V. Arbitration of Differences

Any differences between the parties as to their 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 and the third by the two thus selected. The committee’s decision shall be accepted by both parties.

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### VI. Signatures

Executed in duplicate on the date first above written:

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Renter’s Social Security Number:__________________________
Owner’s Social Security Number:__________________________

County of __________________________, State 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.