

2-1952

## EC803 Revised 1952 Share-Cash Farm Lease

Follow this and additional works at: <http://digitalcommons.unl.edu/extensionhist>

---

"EC803 Revised 1952 Share-Cash Farm Lease" (1952). *Historical Materials from University of Nebraska-Lincoln Extension*. 2306.  
<http://digitalcommons.unl.edu/extensionhist/2306>

This Article is brought to you for free and open access by the Extension at DigitalCommons@University of Nebraska - Lincoln. It has been accepted for inclusion in Historical Materials from University of Nebraska-Lincoln Extension by an authorized administrator of DigitalCommons@University of Nebraska - Lincoln.

AGRI

S  
85  
E7  
# 803

Extension Circular 803 (Revised) 52

February 1952

C.2

# Share-Cash Farm Lease

Entered Into By

.....  
Landowner

and

.....  
Tenant

.....  
Term of Lease

---

Published and distributed in furtherance of Cooperative Extension Work by the University of Nebraska Agricultural College Extension Service and the United States Department of Agriculture cooperating. Acts of May 8, 1914, and June 30, 1914. W. V. Lambert, Director, Nebraska Extension Service, Lincoln Nebraska.

1-31-2M  
11-35-2M  
12-38-3M  
3-44-3M  
3-50-3M  
2-52-3M

## PROVISIONS OF A GOOD SHARE-CASH FARM LEASE

A farm lease is a legal contract. A written lease provides the landowner and tenant with a definite record of their agreement. It eliminates reliance on memory. A printed lease form usually calls to the attention of the contracting parties many details that they might otherwise not discuss. It is ordinarily better to reach an agreement upon these points when the farm is rented than at some later time.

The intent of this lease is to provide an equitable division of the farm return between landowner and tenant and at the same time to guard the land as fully as possible from the damage of soil depletion.

Landowner and tenant are alike interested in obtaining a satisfactory income and in conserving soil fertility. In most areas of the state it is to the interest of both parties to keep a part of the farm in meadow or pasture and to feed on the farm all the roughage produced. A rather low rate of cash rental for meadow and pasture encourages the tenant to keep stock. The landowner receives a return in addition to the cash rent in the maintenance of the fertility of the land.

The farm becomes both the home and the factory of the tenant. He cannot operate his farm-factory to the best advantage of himself and the landowner unless he has productive land, a comfortable house and pleasant surroundings for his family, and shelter for equipment, feed and livestock. He must feel that the farm offers not merely the possibility of making a living from the soil, but the opportunity of utilizing the land and its products to the fullest extent and developing a farm business.

No lease contract can be drawn that will assure a satisfied landowner and a prosperous tenant, if the farm is not productive enough and not large enough

to provide, when properly managed, adequate returns to the landowner and a satisfactory living for the family of the tenant. The owner of a small farm can often obtain a satisfactory income by intensifying his system of farming, or by renting additional land. He can fit his farm buildings to his needs. The owner of a small rented farm can hardly afford to provide buildings for a specialized type of farming because the next tenant may not be interested in that specialty. Neither can he afford to provide all farm buildings when a part of the farm unit is rented from another landowner.

Every farmer, whether owner-operator or tenant should keep a complete and accurate record of his farm business. This record not only simplifies the task of making an income tax report, but it provides the data needed for analyzing and studying the farm business as an aid to the profitable organization and management of the farm.

No general form of farm lease can be made that will fit all conditions. The landowner and tenant should read over a lease very carefully and make such changes as are mutually agreeable before signing.

The final date for giving notice if the lease is not to be renewed is not specified in the form. The date set should always be early enough to give the other party ample time to make plans for the ensuing year. June 30 is suggested as the final date of notice in areas where winter wheat is usually grown, and September 30 in other areas.

In formulating this lease, use was made of the ideas found in many printed leases and suggestions offered at farmers' meetings. No claim is made that its provisions are original.



SHARE-CASH FARM LEASE

This agreement, made and entered into this.....day of....., 19....., between....., party of the first part, hereinafter called the landowner, and....., party of the second part, hereinafter called the tenant, WITNESSETH:

1. Property Leased

The landowner in consideration of the agreements and stipulations hereinafter mentioned to be kept and performed by the tenant has leased to the tenant the following described real estate, situated in..... county, Nebraska:..... of Section....., Township....., Range....., and..... of Section....., Township....., Range.....

2. Length of Lease

The term of this lease shall be from the first of March, 19....., to the first of March, 19....., and to March 1 thereafter from year to year until notice is given by either party to the other in writing to the contrary before..... preceding the end of such crop year.

3. Rental to Be Paid

The tenant agrees to pay the landowner as rent for said farm..... of the corn,..... of the wheat,..... of the oats,..... of the barley,..... of the....., and..... of the..... The tenant further agrees to pay in cash to the landowner on or before the first of each year..... dollars per acre for all pasture land,..... dollars per acre for all alfalfa land, and..... dollars per acre for.....

The tenant further agrees to pay to the landowner one dollar per ton for all hay or straw sold from the farm during the term of this lease.

4. Cropping System

The tenant agrees to plant for the year 19..... approximately..... acres of corn,..... acres of wheat,..... acres of oats,..... acres of barley,..... and for the succeeding years of this lease such number of acres of corn, wheat, oats, barley, and other crops as may be mutually agreed upon by landowner and tenant.

5. The Landowner's Investment and Expenses

The landowner agrees to furnish the property previously described and the items of expense listed below: (1) Materials necessary for repairs and improvements; (2) Skilled labor employed in making permanent improvements and repairs; (3) Taxes on the land, improvements, and any personal property owned by him and stored on the farm; (4) Fire and wind insurance, at not less than three-fourths value on the residence and all buildings used by the tenant in storing or housing grain, feed, livestock, and equipment. (5) Grass and legume seed for maintaining approximately..... acres of pasture and approximately..... acres of meadow. (6) Pay..... per cent of the water cost for irrigation. (7) Provide and maintain a well, pump and power unit for irrigation, and pay for land leveling and other capital costs.

6. The Tenant's Investment and Expenses

The tenant agrees to furnish the property and pay items of expense listed below: (1) He will furnish all the machinery, equipment, work horses and man labor necessary to operate the farm properly. (2) He will provide all seed used to produce crops except alfalfa, clover, sweet clover, and grass seed used for seeding meadow or pasture. (3) He will pay the expenses of threshing, corn shelling, and other machine work hired. (4) He will haul to the farm without expense to the owner, except when otherwise agreed, all materials furnished by the landowner for making repairs and improvements. (5) He will perform without cost to the owner all labor for maintaining and constructing fences, and will make all repairs on buildings except where skilled labor is required. He will assist insofar as he is able in the erection of new structures which are erected for his use.



(6) He will deliver to ..... or to other market not more than ..... miles distant from the farm the landowner's share of grain without cost to the landowner.

(7) Pay ..... per cent of the water cost for irrigation.

(8) Provide the fuel and oil for pumping water for irrigation, floating and, under ordinary circumstances, annual repair of ditches.

## 7. Duties of the Tenant in Operating the Farm

The tenant agrees that he will perform and carry out the following stipulations:

(1) To cultivate the farm in a timely, thorough, and businesslike manner.

(2) Not to assign this lease to any person or persons or sublet any part of the premises without the written consent of the landowner.

(3) To keep the buildings, fences, and other improvements on said premises in as good repair and condition as they are when he takes possession, or in as good repair and condition as they may be put in by the landowner during the term of the lease; ordinary wear, loss by fire, or unavoidable destruction excepted.

(4) To care for all trees, shrubs, and vines and to prevent injury to the same.

(5) Not to cut live trees except by permission of the landowner, but to use only dead timber that is not suitable for posts.

(6) To haul out all manure as soon after it is made as other farm work and weather conditions permit. In any event it is to be hauled out each spring and fall and scattered on fields where most needed. During the last year of the lease, the manure shall be hauled to the fields selected by the landowner.

(7) To cut, mow, or plow under before they form seeds, all cockleburrs, sunflowers, thistles, and other noxious weeds, to keep the roads, turn rows, fence rows, and farmstead free from weeds, and to mow twice each year "on or before the fifteenth of July for the first mowing, and on or before the first day of September for the second mowing," to the middle of the public highways adjoining the above leased premises.

The tenant further agrees that he will scatter sodium chlorate or other chemical provided by the landowner upon any patch of bindweed found on the farm that does not exceed one-fourth acre in extent, and that he will plow or "duckfoot" at least once every two weeks during the growing season any areas infested with bindweed for which the landowner does not furnish chemicals. For each time the bindweed infested area is plowed, the tenant shall be reimbursed by the landowner at the following rate: .....

and for each time the area is gone over with a duckfoot at the following rate: .....

In case the weeds are sprayed the landowner shall pay the spraying costs and shall receive all government payments for this practice.

(8) Not to burn straw, stalks, or other crop residues grown upon the farm except by permission of landowner, but to leave on the farm or spread on the land all such material.

(9) Not to plow pasture or meadow land without the consent of the landowner.

(10) To control soil erosion as completely as possible by strip cropping, contouring, grassing waterways when seed is provided by landowner, and filling any small ditches that form.

## 8. Storage of Owner's Grain

The landowner reserves for the storage of his corn the ..... corn crib, and for the storage of threshed grain .....

The tenant shall have full use of this storage space when not filled with the owner's grain, and of all other storage space at all times.

## 9. Sale or Removal of Tenant's Grain

The tenant agrees not to remove any grain from the farm until the rent share is gathered or threshed, and further covenants and agrees that the landowner shall have a first lien and claim on all the products of said land during said term, to secure the payment of rent, and that he will not without the written consent of the landowner, sell, mortgage, or otherwise encumber or dispose of any part of the tenant's share until the landowner's share has been sold or otherwise determined and set off to him.

## 10. Hogging Crops

In case it is agreed that any portion of the crops be hogged off, the rent shall be adjusted as follows:

## 11. Tenant to Be Reimbursed for Unexhausted Improvements

At the end of this lease the tenant shall be reimbursed for his labor, and for his share of the other costs of preparing the seed bed and sowing growing annual crops upon the farm. If the acreage of meadow and pasture shall be greater at the termination of this lease than at the beginning, the tenant shall be reimbursed for the cost of seeding this excess acreage provided that it has been seeded less than one year, and for one-half of the cost of seeding if it has been seeded for one year but less than two years. If the tenant has built soil saving dams, terraces, drainage systems or other erosion control structures, he shall be reimbursed for his labor in constructing same on the following basis:

Four-fifths if the structure has been used not over one year;

Three-fifths if it has been used more than one year and not more than two years;

Two-fifths if it has been used more than two years, and not more than three years;

One-fifth if it has been used more than three years and not more than four years; and

No payment for structures used more than four years.

The tenant may at his own expense and with written authorization from the landowner make permanent improvements such as farm buildings, fences, water supply or storage, and permanent household fixtures or equipment. Upon termination of this lease the tenant shall receive from the landowner a reasonable compensation for the unexhausted value of any improvements which the tenant made at his own expense, provided such unexhausted value is greater than the value of similar improvements existing at the time he assumes possession of the premises. If at the time the tenant assumes possession he pays the landowner or the outgoing tenant for the unexhausted value of improvements then existing, the tenant shall be entitled to the full value of unexhausted improvements built or purchased at his expense and existing at the termination of this lease.

The compensation for improvements shall be based on cost less depreciation, or the agreed-upon rate of reduction. The value of the improvements to the incoming tenant may, if the landowner and tenant agree, be considered in determining the basis of reimbursement.



The consent of the landowner shall be prerequisite to compensation and the tenant must obtain authorization in writing ..... days before beginning the permanent improvement, stating the improvement to be made, the date when it is to be erected, the estimated cost, and the approximate rate of depreciation.

In lieu of compensation for structural improvements, the tenant may at his own discretion, after giving written notice, remove such structures within sixty days after termination of the tenancy, provided he leaves the ground from which such improvements are removed in as good farming condition as it was prior to the erection of such improvements.

12. If Tenant Fails to Keep Contract

If the tenant shall fail to perform any labor or fail to take care of the farm as provided in any of the covenants of this lease after due notice has been given, the landowner may hire others to perform such labor or to repair the damage done as a result of such neglect, and charge the cost of such labor or the amount of such damage, or both, to the tenant, the amount of such charge to become a prior lien on his interest in the crops. In case the tenant dies, or becomes disabled, the landowner at his option may terminate the lease at the end of the year. If he moves from the property or attempts to assign this lease, or to sell, or encumber any of the property covered by this lease other than as provided by the lease, the landowner shall have option to terminate the lease and close up the business in like manner as to the agreed termination of the lease, but may in manner as above specified, either by himself or by others, carry farm operations to the end of the current lease year.

13. Right of Entry

The landowner reserves the right to himself, his employees, or assigns, to enter upon said premises at any time for the purpose of viewing the same or making repairs or improvements thereon, the same not to interfere with the occupancy of the tenant, and reserves the right to himself or agent to enter upon said land for the purpose of plowing the stubble land, from which the crop shall have been removed, in the fall preceding the termination of this lease.

14. Arbitration

Any differences between the landowner and tenant shall be referred to three disinterested persons, one of whom shall be selected by the landowner, one by the tenant, and the third by the two thus appointed. The decision of these three shall be binding upon the parties to this contract.

15. Heirs Are Bound

The agreements herein shall extend to and be binding upon the heirs, executors, and administrators of the parties of this lease, except as herein above agreed.  
In witness whereof the parties have affixed their signatures the day and year first written above.

16. Additional Provisions

.....  
.....  
.....  
.....

.....  
Tenant  
.....  
Landowner

STATE OF NEBRASKA  
..... County  
On this..... day of....., A. D., 19....., before the undersigned, .....  
a Notary Public within and for said county, personally appeared .....  
..... to me known as  
the identical person.. named in and who executed, and whose name.. is/are affixed to the foregoing instrument as part....  
thereof, and acknowledged the signing and execution of the same to be his/their voluntary act and deed.  
WITNESS my hand and notarial seal the date last above written.

.....  
My commission expires the..... day of....., 19.....

STATE OF NEBRASKA  
..... County  
On this..... day of....., A. D., 19....., before the undersigned, .....  
a Notary Public within and for said county, personally appeared .....  
..... to me known as  
the identical person.. named in and who executed, and whose name.. is/are affixed to the foregoing instrument as part....  
thereof, and acknowledged the signing and execution of the same to be his/their voluntary act and deed.  
WITNESS my hand and notarial seal the date last above written.

.....  
My commission expires the..... day of....., 19.....