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## EC884 Save the Soil and Improve Crop Production on Rented Farms

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## Save the Soil and Improve Crop Production on Rented Farms

(Prepared by F. J. Chase and O. J. McDougal, Jr.)

The Problem: In carrying out Soil Conservation and related practices on a rented farm, the landlord or the tenant, or both, should have the approval or an agreement with the other party. In order for such an understanding to be most effective, the farm should be under agreement with the local Soil Conservation district, and all conservation practices should be carried out according to the "Conservation Farm Plan" drawn up by the landlord and tenant in cooperation with the Soil Conservation district.

Use of a Lease Rider: The first step is an agreement, between the owner and the operator, to carry out soil conservation and improved crop production in a systematic way. This leaflet suggests how an agreement can be worked out by using a rider to the ordinary farm lease.

Purpose of the "Rider": The purpose of this rider is to help landowners and tenants to cooperate in soil conservation and related practices. There are three ways this can be done.

1. When the landlord alone completes and pays for the soil conservation and related practices.
2. When the tenant and operator completes and pays for the practices.
3. When both owner and operator cooperate in carrying out the practices. The last named method may be the most desirable.

Follow these steps:

1. List the soil conservation and related practices to be done on the farm during the year.
2. List the contributions to be made by the owner and by the operator for each practice.
3. Estimate the cost of the contribution of each party to the different practices.
4. Consider any compensation due the tenant for unused cost of practices. If he leaves the farm before he has had full return for his labor and expenses, provision should be made for the settlement for the unused portions.

See page 4 for detailed suggestions.

COOPERATIVE EXTENSION WORK IN AGRICULTURAL AND HOME  
ECONOMICS. UNIVERSITY OF NEBRASKA COLLEGE OF AGRICULTURE,  
AND THE UNITED STATES DEPARTMENT OF AGRICULTURE COOPERATING,



RIDER TO THE EXISTING FARM LEASE

Lease year from \_\_\_\_\_ to \_\_\_\_\_  
(Month) (Date) (Year) (Month) (Date) (Year)

Name of Landlords \_\_\_\_\_

Name of Tenants \_\_\_\_\_

Legal Description - Section \_\_\_\_\_

Township \_\_\_\_\_, Range \_\_\_\_\_, County \_\_\_\_\_

Section A. The parties to this contract agree that within the lease year, the soil conservation and related practices set forth in Section A on the opposite page will be completed on the above described farm.

It is agreed the "Conservation Farm Plan" drawn up on this farm and agreed upon by landlord and tenant and the supervisors of the

\_\_\_\_\_  
(Name of Soil Conservation District)  
will be followed.

Section B. The total estimated costs of the Soil Conservation and related practices will be listed in Column B-1 on the opposite page. The cost of these practices to the landlord will be listed in Column B-2, and the cost to the tenant listed in Column B-3, on the opposite page.

Section C. In the event the tenant leaves the farm before fully realizing his costs on the practices listed in Section A on the opposite page, it is agreed that he shall receive payment from the landlord for the unused percentage of the tenant as set forth in Section C on the opposite page.

Section D. Any Government payments for any of the conservation practices carried out during the year, will be divided as follows:

Percentage to the landlords \_\_\_\_\_.

Percentage to the tenants \_\_\_\_\_.

Section A. List below the Soil Conservation and related practices to be done this year.

Section B. List below the total estimated costs and the estimated costs of landlord and tenant

Section C. When the tenant leaves the farm by March first of any of the years named below, the landlord will pay the tenant for the percentage of the unused cost as shown below.

[illegible]

### Signatures

(Landlords)

(Tenants)

Date \_\_\_\_\_



Soil Conservation, Crop Improvements and Related  
Practices Common in Nebraska

Terraces may have an indefinite life. They may be built entirely by the landlord or by the tenant, or both. In case the tenant does any or all of this, it is suggested a five year depreciation period be used.

Grassed Waterways: Ordinarily the landlord buys the seed. If the tenant does the work, a five year depreciation schedule is suggested.

Reservoirs or Farm Ponds: Usually the responsibility is the landlords. If the tenant does any of the work, a five year depreciation period is suggested.

Land Leveling for Irrigation: The responsibility of the landlord.

Pump Irrigation: The landlord furnishes the well, casing, pump and the power unit.

Permanent Materials and Structures: The responsibility of the landlord.

Tree Planting: Ordinarily done by the landlord. Cultivating trees takes very little time and could be done by the tenant.

Fences, Relocation: If the tenant makes a major contribution it may be desirable to place a value on his investment and write it off over five years.

The Cost of Commercial Fertilizers is usually divided in the same proportion as the crops are divided.

Nitrates: The value of this usually disappears in one season's use.

Super Phosphate: Usually lasts about three years. Can be depreciated at 50 per cent first year, 30 per cent second year, 20 per cent third year.

Pasture Improvement expenses can be borne by both parties. (New fences, reseeding, manure, fertilizer, weed control). Set up a depreciation schedule according to the contribution of the practice.

Farm Drainage usually the responsibility of the landlord. If the tenant does this or helps with it, it is suggested that a five year depreciation schedule be used.

Maintenance of Conservation Structures and Related Practices: It is normally the responsibility of the tenant to supply maintenance of permanent conservation practices erected on the farm. If he fails to provide this maintenance, he should make a refund to the landlord of the cost of repairing the damage.

Government Payments: In the event there are any government payments for any of the conservation practices being applied; the landlord and tenant should know how such payments are to be divided at the time these practices are planned. The County Production and Marketing Administration (AAA) Committee, have the official rulings for the division of these payments.

NOTE: This leaflet has been prepared with the cooperation of a committee of County Extension Agents, District Soil Conservationists, and state workers of the Extension and Soil Conservation Service.