

CROP AND LIVESTOCK SHARE FARM LEASE

BETWEEN

Landlord

and

Tenant

County of _____

Township of _____

State of _____

Form Suggested by
AGRICULTURAL ECONOMICS DEPARTMENT

COOPERATIVE EXTENSION SERVICE _____
MICHIGAN STATE UNIVERSITY

Crop and Livestock Share Farm Lease

This lease is entered into this _____ day of _____ 19____, between _____, Landlord and _____, Tenant.

(A) DESCRIPTION OF FARM

In consideration of the agreements and stipulations hereinafter set forth to be kept and performed by the tenant, the landlord hereby leases to the tenant, to occupy and use for farming purposes, his farm of about _____ acres, situated in the County of _____ and the State of _____ and described as follows _____

Reservations, if any _____

(B) TERM OF THE LEASE

The term of this lease shall be from the _____ day of _____ 19____, to the _____ day of _____ 19____ and from year to year thereafter until written notice to terminate is given by either party on or before the _____ day of _____ before the expiration date of this lease.

(C) BUILDINGS AND IMPROVEMENTS

1. Buildings, Fences, and Water Supply—The landlord agrees to furnish materials for the maintenance and repairs to buildings, fences, tile drains, and wells; also labor and materials for new additions to and major repairs on buildings, fences, tile drains, and water system.

The tenant agrees to provide the necessary labor for normal maintenance of the buildings, water system, fences, tile lines and other improvements.

(D) MACHINERY, EQUIPMENT, AND LABOR

1. Labor—The tenant agrees to furnish all of the labor needed to operate the farm efficiently. Exceptions, if any _____

2. Power and Field Machinery—The power and field machinery and repairs thereon which are required to properly operate the farm will be provided as follows: _____

Special machines _____

3. Dairy, Barn, and Feed Equipment—Dairy, barn, and feed equipment and repairs thereon are to be provided by each party as follows: _____

(E) FEED, STRAW, AND GROWING CROPS

1. Feed and Straw at the Beginning of the Lease—The tenant agrees to purchase or provide at the beginning of the lease an ownership interest in the feed and straw in proportion to his share of the livestock receipts. Exceptions, if any _____

2. Growing Crops—At the beginning of this lease, the acres of growing crops on the farm are as follows: Wheat _____, winter barley _____
These crops will be handled as follows: _____

Growing wheat and barley at the end of the lease will be handled as follows: _____

(F) OWNERSHIP OF LIVESTOCK

Ownership of stock under this lease is to be as follows:

Kind	Proportion to be provided by	
	Landlord	Tenant
CATTLE: COWS _____		
BULLS _____		
HOGS: SOWS AND BOARS _____		
SHEEP: EWES AND RAMS _____		
HENS _____		
OTHER _____		

Young Stock — It is mutually agreed that the "increase" in young stock during this lease shall be shared as follows: Landlord to have _____% and the tenant to have _____%. If any jointly owned heifers are to be retained in the herd and to become the sole property of either the landlord or the tenant, the reimbursement per heifer at the time of freshening is mutually agreed to be based on a uniform value of \$ _____.

(G) FARM EXPENSES

Farm expenses other than those listed in Sections C and D are to be shared as follows:

Item	Proportion to be paid by	
	Landlord	Tenant
SOILS:		
SOIL TESTING _____		
FERTILIZERS _____		
LIMING MATERIALS _____		
CROPS:		
SEED EXPENSE _____		
SPRAY EXPENSE _____		
CROP INSURANCE _____		
OTHER CROP EXPENSE _____		
MACHINERY:		
COMBINING _____		
FIELD CHOPPING _____		
SILO FILLING _____		
CORN PICKING _____		
GASOLINE FUEL AND OIL _____		
LIVESTOCK:		
BREEDING FEES _____		
VETERINARY AND MEDICINE _____		
FEED AND BEDDING _____		
OTHER LIVESTOCK EXPENSE _____		
UTILITIES:		
ELECTRICITY, FARM SHARE _____		
TELEPHONE, FARM SHARE _____		

No bills for labor or materials presented by the tenant for items other than those listed in Section G will be paid by the landlord, unless such bills have been authorized by the landlord.

(H) INCOME

Farm receipts are to be shared as follows:

Item	Share to	
	Landlord	Tenant
CROP SALES _____		
DAIRY PRODUCT SALES _____		
EGG SALES _____		
CATTLE SALES _____		
SWINE SALES _____		
SHEEP SALES _____		
POULTRY SALES _____		

All livestock from which income is to be shared shall be fed out of the undivided feed.

For the use of his own family, the tenant may use such of the following as the farm affords:

(I) THE TENANT FURTHER AGREES

1. To devote his entire time to the efficient operation of the farm described in this lease. Exceptions, if any, are as follows: _____

2. To follow approved production practices with livestock, including the following specific practices: _____

3. To follow approved soil fertilizer, crop, and seeding programs including the following specific practices: _____

(J) OTHER ITEMS

1. **Sales and Purchases**—The time and place where the farm products shall be sold shall be mutually agreed upon by the landlord and the tenant.

2. **Settlements**—At the beginning of the lease period the landlord and the tenant jointly shall take an inventory of the amount and value of all farm personal property owned by each party. This inventory shall be the basis for equalizing the initial contributions of both parties at the start of the rental period in accordance with the provisions of the lease. An inventory of all farm personal property showing ownership and values shall also be taken at the end of each year during the lease period.

Current settlements shall be made _____ or at the request of either party. The tenant agrees to furnish statements of receipts, and also receipted bills for all expenses paid at the time of the settlement.

3. **Subletting, Right to Enter, Yielding Possession**—The tenant agrees: (1) Not to assign this lease or sublet any portion of the farm without the consent of the landlord. (2) To permit the landlord or his agent to enter the farm at any time for repairs, improvements and inspection. (3) To yield possession of the farm at the end of the term of this lease or any renewal or extension thereof.

4. **Renting Extra Land**—Tenant shall get permission of landlord before renting extra land. Extra land if rented, will be rented as follows:

5. **Transfer of Farm**—If the landlord should sell or otherwise transfer title to the farm, he will do so subject to the provisions of this lease.

6. The terms of this lease shall be binding on the heirs, executors, administrators, successors and assigns of both landlord and tenant in the same manner as upon the original parties.

7. **No Partnership Created**—This lease shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent, except as specifically provided in this lease.

8. **Debts and Accidents**—Each party agrees that the other party shall in no way be responsible for the debts of, or liabilities for accidents or damages caused by, the other party.

(K) MANAGEMENT

1. The extent of the landlord's participation in management decisions and in the actual production of crops and livestock will be as follows:

(L) DIVISION OF PROPERTY AT END OF LEASE

1. **Crops**—At the termination of this lease, an accounting shall be made between the respective parties thereto. The hay, grain, straw, and other farm produce upon said farm belonging jointly to the landlord and the tenant shall be divided _____% to the landlord and _____% to the tenant by measurement, or through the proceeds from the sale thereof, the tenant having the right to remove his share, except for the straw, from the farm.

The landlord reserves the right to determine the disposition of any straw remaining on the farm at the termination of the lease. The manure is the property of the landlord and shall remain on the farm.

2. **Livestock**—The division of the livestock owned in common at the end of this lease shall be made by the following method: _____

Signed _____ 19____

Landlord

Tenant