Farmland Rental Contract

Following is an example of a cash rental agreement. It should be viewed as a guideline to follow, not as an absolute way a lease should be written. Landowners and renters should discuss the provisions they want to have in their lease and feel free to adapt this example lease to meet their situation.

1. **CONTRACTING PARTIES AND DATE:**

This lease begins on , 20 and

ends on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_.

Landlord(s) - Renter(s) –

Address - Address –

1. **PROPERTY DESCRIPTION:**

The landlord hereby leases to the renter the following described property: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_consisting of approximately \_\_\_\_\_\_\_\_\_\_ tillable acres situated in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County. A map of the property is attached to this lease identifying the rented land represented in this agreement.

1. **GENERAL TERMS OF THE LEASE:**
2. Uses: This rental agreement is solely for growing agricultural crops.
3. Time Period: This agreement will be in effect from \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_ (and/or) this many years/growing seasons \_\_\_\_\_\_\_\_\_\_\_.
4. Subleasing: The landlord does not convey to the renter the right to sublease any part of the described property.
5. Review of Lease: May be done at any time with written agreement and signed consent of both the landlord and the renter.
6. Partnership: Not intended or implied by this agreement (this is a cash lease only).
7. Right of Entry: The landlord reserves the right to enter the property at any reasonable time.
8. Buildings: This lease does not include the use of any buildings on the property.
9. **LAND USE:**
10. The renter agrees to follow a farm conservation plan, approved by NRCS and/or the County Land Conservation Department.
11. The renter cannot make physical changes to the property without written consent of the owner, as required by Wis. Stat. § 704.05(3).
12. The renter must maintain existing conservation practices. (Example: grass waterways)
13. The renter is responsible for maintaining soil pH and fertility.
14. Governmental payments will follow USDA Farm Service Agency and NRCS rules.
15. **PAYMENTS AND DUE DATES:**
16. The annual cash rent for the above-described property paid by the renter to the landlord will be

\_\_\_\_\_tillable acres @ $\_\_\_\_\_\_per acre = $\_\_\_\_\_\_\_

\_\_\_\_\_pasture acres @ $\_\_\_\_\_\_per acre = $\_\_\_\_\_\_\_

\_\_\_\_\_other acres @ $\_\_\_\_\_\_per acre = $\_\_\_\_\_\_\_

**Total** $\_\_\_\_\_\_\_

1. Payments will be made directly to the landlord as follows:
   * 1. $\_\_\_\_\_\_\_\_\_\_\_ paid by \_\_\_\_\_\_\_\_\_\_
     2. $\_\_\_\_\_\_\_\_\_\_\_ paid by \_\_\_\_\_\_\_\_\_\_
2. **TERMINATION/AMENDMENT OF AGREEMENT:**

This lease terminates on the ending date stated in paragraph 1 without any notice from either party.

The Landlord shall have the absolute right to terminate this lease by written notice in the event the Renter shall violate Section 2, 3, 4 or 5 of this agreement or if the Landlord sells this property, by giving the tenant written notice by September 1 that the lease would end at the completion of the current crop year, or current calendar year, whichever comes first. In the event the above occurs, the Renter would be allowed until the end of the current calendar year to complete the harvest of crops grown during the current year. In the event that the property is vacated by the Renter, mid-calendar year or crop year, the landowner, shall have exclusive right to occupy the property and take control of any crops remaining and profit thereof.

Either party may request a meeting to review and possibly amend the lease for the following years in the current contract by sending written notice to the other party by August 1st. Both parties must agree to any amendments. The lease will continue beyond the ending date stated in paragraph 1 only by mutual agreement.

1. **SIGNATURES:**

Landlord(s): Renter(s):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_ (Date) \_\_\_\_\_\_\_\_\_\_\_\_\_ (Date)