

FARM LEASE AGREEMENT

This form should be used as a guide. Any items in this lease which do not apply can be deleted when the agreement is executed. Each party should retain a copy of the lease. *This lease agreement guide is not intended to replace legal advice about the execution of a farm lease agreement. If the user desires legal advice about any provision in this agreement, the assistance of a competent legal professional should be sought.* For assistance in establishing rental rates and other leasing considerations see Publication 1597. This publication is available at the County Agricultural Extension Service office.

A. NAMES OF PARTIES AND DESCRIPTION OF PROPERTY

This lease is entered into this _____ day of _____, (year) _____, between _____, landowner, of _____ (address) and _____, tenant of _____ (address) hereinafter called the landowner and tenant respectively. Under the terms and conditions that follow, the landowner hereby leases to the tenant a farm to use for agricultural purposes of approximately _____ acres, situated in _____ County, Tennessee, commonly known as or described as follows:

B. TERM OF LEASE

The term of this lease shall be from _____, (year), _____ to _____, (year) _____, and the tenant shall surrender possession at the end of the term or at the end of any extension thereof. Extensions must be placed in writing on this lease, and both parties agree that failure to execute an extension at least _____ months before the end of the current term shall be constructive notice of an intent to allow the lease to expire.

Amendments and alterations to this lease may be made in writing in the space provided on the back of this form at any time by mutual agreement. In the event of failure to agree on a proposed alteration, the existing provisions of the lease shall control operations.

C. RENTAL RATES AND ARRANGEMENTS (Select appropriate option)

Option 1. Cash Rent

a. As rent or partial rent for the farm, the tenant agrees to pay the total sum of _____ dollars (\$ _____) per year. This represents acres and rates per acre as stated in the table below.

CROP	ACRES	RENT/ACRE \$	TOTAL \$
TOTAL			

This cash rent shall be the amount stated above but adjusted annually after the first year in the following manner:

(optional): _____

b. The cash rent shall be paid as follows: The total cash rent shall be paid on _____ of each year, or _____ percent of the total annual cash rent shall be paid on _____, with the remainder to be paid on _____. If neither of these two arrangements is satisfactory the annual cash rent will be paid in the following manner: _____

Option 2. Crop-Share Rent

a. The landowner and tenant agree to share in the crop expenses and share in the crop(s) in the following proportions:

Crop	_____		_____		_____		_____		_____	
	Landowner	Tenant	Landowner	Tenant	Landowner	Tenant	Landowner	Tenant	Landowner	Tenant
# of Acres										
<i>Share of Crop Expenses</i>	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)
Seed										
Fertilizer										
Lime										
Insecticide										
Fungicide										
Herbicide										
Other										
Share of Crop(s)										

b. Records of all expenses and yields will be kept by the tenant and shall be available to the landowner upon request.

c. U.S.D.A. farm program payments will be shared in the following manner: _____

D. CONSERVATION PRACTICES

Tenant agrees to keep in good repair all terraces, open ditches, inlets and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways, and refrain from any operations or practice that will injure such structures. The tenant agrees to remain in compliance with the conservation plan of the farm.

Additional agreements regarding conservation practices (such as rotations, contouring, and stripcropping). _____

E. COMPENSATION TO TENANT FOR UNUSED VALUE OF IMPROVEMENTS

At termination of lease, the tenant shall be entitled to payment for the unused value of his or her contribution to the cost of improvements made with the landowner's consent according to the following schedule:

Improvement	Proportion (%) Remaining After				
	1 Year	2 Years	3 Years	4 Years	5 Years
Lime					

F. IMPROVEMENTS AND REPAIRS: _____

G. PROPERTY RIGHTS:

- 1. Right of Entry** - The landowner reserves the right for them, their agents, their employees, or their assigns to enter the farm at any reasonable time for purposes of: (a) consultation with the tenant; (b) making repairs, improvements, and inspection; (c) developing mineral resources; and (d) after notice of termination of the lease is given, for purposes of plowing, seeding, fertilizing, and such customary seasonal work, none of which is to interfere with the tenant in carrying out regular farm operations.
- 2. Transfer of Farm** - If the landowner should sell or otherwise transfer title to the farm, he or she will do so subject to the provisions of this lease.
- 3. No Right to Sublease** - The landowner does not convey to the tenant the right to lease or sublease any part of the farm or to assign the lease to any person or persons, unless prior approval is obtained from the landowner.
- 4. Heirs and Successors** - The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both landowner and tenant in like manner as upon the original parties. However, in event the lease is for more than one year, the heirs or successors of the tenant shall have the option to give written notice of termination effective at the end of the lease year in which death occurs.

5. Additional agreements regarding property rights:

- a. Crop Residue Grazing: _____

- b. Fishing: _____

- c. Forestry Land: _____

- d. Hunting: _____

- e. Recreation: _____

H. **NON PARTNERSHIP**

This lease does not give rise to a partnership. Neither party shall have the authority to bind the other without written consent. Neither party shall be liable for debts or obligations incurred by the other without written consent.

I. **ARBITRATION**

If parties to this lease cannot reach an agreement on any matter, or problem, the question shall be submitted to an Arbitration Committee for decision. This committee shall be composed of three disinterested persons, one selected by each party hereto and the third by the two thus selected. The decision of the Arbitration Committee shall be accepted by both parties.

J. **DEFAULT**

If either party willfully neglects or refuses to carry out any provision, the other party shall have the right, in addition to compensation for damages, to terminate the lease. He or she shall do so by written notice on the party at fault, specifying the violations of the agreement. If violations are not corrected within 30 days, the lease shall be terminated.

K. **ADDITIONAL AGREEMENTS:**

Signed _____ (year) _____

Landowner

Tenant

Notary Public

LEASE EXTENSION

This lease shall be extended from (date) _____, (year) _____, to _____, (year) _____.

Date Signed: _____

Landowner: _____

Tenant: _____

Notary Public: _____

AMENDMENT TO THE LEASE

This amendment shall be extended from (date) _____, (year) _____, to _____, (year) _____.

Date Signed: _____

Landowner: _____

Tenant: _____

Notary Public: _____

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