

Illinois Pasture Lease

To use this lease form. Complete two identical copies – one for the Lessor (Landowner) and one for the Lessee (Tenant). Cross out any provisions that are not to become a part of the contract. Write any additional provisions that are desired. Use ink or typewriter. (Pasture leasing information can be found at <http://www.agcom.purdue.edu/AgCom/Pubs/EC/EC-623.html> and <http://www.oznet.ksu.edu/library/agec2/ncr149/pdf>)
The Lessor and Lessee may want to discuss lease provisions with their respective legal counsel since a lease creates and alters legal rights.

Date and names of parties. This lease is entered into on _____, 20____,

Between _____ (Landlords) Lessor(s),
at (address) _____

and _____ (Tenants) Lessee(s),
at (address) _____

The parties to this lease agree to the following provisions.

Description of land. The Lessor rents and leases to the Lessee, to occupy and to use for agricultural purposes only, the following real estate located in the County of _____ and the State of _____, described as follows: _____

_____ commonly know as the _____ farm and consisting of approximately _____ acres, together with all buildings and improvements thereon belonging to the Lessor, except _____

Length of tenure. The term of this lease shall be from _____, 20____, to _____, 20____, and the Lessee shall surrender possession at the end of this 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 intent to allow the lease to expire.

Amendments and alterations to this lease may be made in writing in the space provided and the end of this form at any time by mutual agreement. If the parties fail to agree on proposed alterations, the existing provisions of the lease shall control operations.

Section 1. Animal Units

Not more than _____ animal units shall be kept in the pasture at any one time without the express written consent of the Lessor. Deliberate violation of this provision shall constitute grounds for termination of this lease. (In general, each 1,000 pounds of average weight shall be one animal unit. If the pasture owner and the owner of the livestock prefer, they can use the following basis for calculating animal units: one bull, 1.25 animal units; one 1,000-pound cow, 1 animal unit; one yearling steer of heifer, .075 animal unit; calf, 6 months to 1 year, 0.5 animal unit; 3 to 6 months, 0.3 animal unit; sheep, 5 per animal unit; horse, 1.25 animal unit.)

Stocking rate	Number head	Number animal units
Bulls.....	_____	_____
Cows.....	_____	_____
Yearling steers.....	_____	_____
Yearling heifers.....	_____	_____
Calves, 6 to 12 mos.....	_____	_____
Calves, 3 to 6 mos.....	_____	_____
Other.....	_____	_____
Other.....	_____	_____

Section 2. Rental Calculations and Payment Schedule

(Use method I, II or III and strike out the two methods not used.)

Method I

The Lessor agrees to pay \$ _____ per acre for use on the property described in paragraph I. Total rent of \$ _____ shall be paid as follows:

- \$ _____ on or before _____ day of _____ (month)
- \$ _____ on or before _____ day of _____ (month)
- \$ _____ on or before _____ day of _____ (month)
- \$ _____ on or before _____ day of _____ (month)

Rental adjustment. Additional agreements in regard to rental payment:

Method II

The Lessee agrees to pay the rates outlined in Table 1 (the period may be a month, pasture season, or year).

The minimum rent shall be \$ _____. Such rent shall be required regardless of whether or not livestock are actually being pastured. The total rent of \$ _____ (from Table 1) shall be paid as follows:

- \$ _____ on or before _____ day of _____ (month)
- \$ _____ on or before _____ day of _____ (month)
- \$ _____ on or before _____ day of _____ (month)
- \$ _____ on or before _____ day of _____ (month)

Table 1 — Rental Rates

	Number		Rental rate per period		Total rent per period
Bulls	_____	X	\$ _____	=	\$ _____
Cows	_____	X	\$ _____	=	\$ _____
Yearling steers	_____	X	\$ _____	=	\$ _____
Yearling heifers	_____	X	\$ _____	=	\$ _____
Calves, 6 to 12 mos.	_____	X	\$ _____	=	\$ _____
Calves, 3 to 6 mos.	_____	X	\$ _____	=	\$ _____
Other	_____	X	\$ _____	=	\$ _____
Other	_____	X	\$ _____	=	\$ _____
TOTAL RENT					\$ _____

Rental adjustment: Additional agreements in regard to rental payment: _____

Method III — Other rental arrangements (share-of-gain, etc.)

Section 3. Lessor and Lessee Responsibilities

Lessor and Lessee agree to divide and assume the following responsibilities: (Use X or initials to indicate responsibility.)

	Lessor	Lessee
Inspect fences not less than once per _____.	_____	_____
Furnish labor for repair of fences.	_____	_____
Furnish materials for repair of fences.	_____	_____
Supervise supply of water to livestock.	_____	_____
Furnish labor for repair of water system.	_____	_____
Furnish materials for repair of water system.	_____	_____
Furnish salt & mineral.	_____	_____
Count livestock not less than once per _____.	_____	_____
Return stray animals to pasture.	_____	_____
Call veterinarian in case of emergency.	_____	_____
Pay veterinary expenses.	_____	_____
Provide loading and unloading facilities.	_____	_____
Furnish supplementary feed, if needed.	_____	_____
Notify other party of shortage in count _____.	_____	_____
Provide facilities for fly control.	_____	_____
Keep fly-control facilities in working order.	_____	_____
Additional agreements: _____		

Section 4. Lessee's Obligations and Duties

The Lessee further agrees to perform and carry out the stipulations below. (Strike out any not desired.)

A. Activities required:

1. To furnish health certificates as follows: _____

2. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds cut.
3. To prevent all unnecessary waste, or loss, or damage to the property of the Lessor.
4. To comply with pollution control, water quality, and environmental protection requirements as required by local, state, and federal agencies, as well as to implement soil erosion control practices to comply with the soil loss standards mandated by local, state, and federal agencies.
5. Insurance: For the term of the lease, Lessee shall maintain insurance with a carrier acceptable to the Lessor, insuring Lessee while performing on these premises hereunder in the following types and in stated minimum amounts:
 - i) Liability Insurance: \$ _____ per person
 \$ _____ per occurrence
 - ii) Property Damage: \$ _____ per occurrence
 - iii) Workers Compensation: Full Statutory Limits
 Lessee shall furnish a Certificate of Insurance and agrees that all applicable insurance policies name the Lessor as an additional insured and to receive notice of termination of coverage.
6. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances; to read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or property or both on the leased premises and adjoining areas; and to comply with state pesticide training, licensing, storing, and usage. Any chemicals for weed or insect control or other use,

when used, should be applied at levels not to exceed the manufacturer's recommendation.

7. To be solely responsible for all employer obligations on hired labor with respect to safety requirements and social security and workers' compensation contributions, and the Lessor shall have no responsibilities therefore.

B. Activities restricted. The Lessee further agrees:

1. Not to pasture livestock that continue to break through fences. Should any animal be found outside the pasture on at least three occasions, the Lessor may request its removal.
2. Not to put any cattle in pasture without getting specific approval from the Lessor in advance regarding number, health, sex, breed, and age.
3. Not to assign this lease to any person or persons or sublet any part of the premises herein leased.
4. Not to erect or permit to be erected any structure or building or to incur any expense to the Lessor for such purposes.
5. Not to permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production, except as specifically noted here:

6. Not to cut live trees for sale purposes or personal uses.
7. Not to erect or permit to be erected any commercial advertising signs on the farm.
8. Not to enter into any agreement, contract, or other farming or business arrangement that alters rights in the Lessor's security interest, right of entry, default or possession.

C. Additional agreements: _____

Section 5. Default, Possession, Right of Entry, Mineral Rights, Extent of Agreement, Liability

The Lessor and Lessee agree to the following provisions. (Strike out any not desired.)

- A. Termination upon default.** If either party fails to carry out substantially the terms of this lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of _____ days from the date of such notice.
- B. Yielding possession.** The Lessee agrees at the expiration or termination of this lease to yield possession of the premises to the Lessor without further demand or notice, in as good order and condition as when they were entered upon by the Lessee, loss by fire, flood, or tornado, and ordinary wear excepted. If the Lessee fails to yield possession, the Lessee shall pay to the Lessor a penalty of \$_____ per day or the statutory double rent, whichever is less, for each day the Lessee remains in possession thereafter, in addition to any damages caused by the Lessee to the Lessor's land or improvements, and said payments shall not entitle the Lessee to any interest of any kind or character in or on the premises.
- C. Lessor's right of entry.** The Lessor reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, to work or make repairs or improvements thereon, to care for and dispose of the Lessor's share of livestock, to develop mineral resources as provided in Clause D and to hunt and fish.
- D. Mineral rights.** Nothing in this lease shall confer upon the Lessee any right to minerals underlying the land. Such mineral rights are hereby reserved by the Lessor together with the full right to enter upon the premises and to bore, search, excavate, work, and remove the minerals, to deposit excavated rubbish, to pass over the premises with vehicles, and to lay down and work any railroad track or tracks, tank, pipelines, power lines, and structures as may be necessary or convenient for the above purpose. The Lessor agrees to reimburse the Lessee for any actual damage the Lessee may suffer for pasture destroyed by these activities and to release the Lessee from obligation to continue pasturing this property when development of mineral resources interferes materially with the Lessee's opportunity to make a satisfactory return.
- E. Extent of agreement.** The terms of this lease shall be binding on the heirs, executors, administrators, and assigns of both Lessor and Lessee in like manner as upon the original parties.
- F. Lessor liability.** The Lessee takes possession of the leased premises subject to the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on building, fences, tile, and other improvements.

Section 6. Additional Agreements

_____ <i>Lessor</i>	_____ <i>Date</i>
_____ <i>Lessor</i>	_____ <i>Date</i>
By _____ <i>Agent</i>	_____ <i>Date</i>
_____ <i>Lessee</i>	_____ <i>Date</i>
_____ <i>Lessee</i>	_____ <i>Date</i>

Amendments to the Lease

A. Lessor's written consent to Lessee's participation in items in Section 4, Clause B.

1. Item: _____ Description and restrictions: _____

Date: _____ Lessor's Signature _____

2. Item: _____ Description and restrictions: _____

Date: _____ Lessor's Signature _____

B. Other amendments:

1. _____ Date _____ Lessor _____

_____ Date _____ Lessee _____

2. _____ Date _____ Lessor _____

_____ Date _____ Lessee _____

3. _____ Date _____ Lessor _____

_____ Date _____ Lessee _____

Extension	Extension	Extension
This lease shall be extended from _____, 20____, to _____, 20____ Signed: _____, 20____ _____ Lessor _____ Lessee	This lease shall be extended from _____, 20____, to _____, 20____ Signed: _____, 20____ _____ Lessor _____ Lessee	This lease shall be extended from _____, 20____, to _____, 20____ Signed: _____, 20____ _____ Lessor _____ Lessee