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## PASTURE LEASE--FORM 3 (RENT TO BE PAID BY SHARE OF GAIN)

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# EC-626-W

(Reviewed 8/2000)

**Purdue University**  
**Cooperative Extension Service**  
**West Lafayette, IN 47907**

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## PASTURE LEASE--FORM 3 (RENT TO BE PAID BY SHARE OF GAIN)

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**David C. Petritz and Jake H. Atkinson**  
**Department of Agricultural Economics**

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This form was prepared to assist in reaching and recording a leasing agreement. Assurance that specific legal requirements are met may require the services of a lawyer.

### 1. Parties:

The following lease agreement is hereby entered into by \_\_\_\_\_ of \_\_\_\_\_, landlord of the pasture, and \_\_\_\_\_ of \_\_\_\_\_ tenant, for the period \_\_\_\_\_ 19\_\_\_\_ through \_\_\_\_\_ 19\_\_\_\_\_.

### 2. Land description:

The pasture to be used consists of \_\_\_\_\_ acres on the \_\_\_\_\_ farm, legally described as follows:

\_\_\_\_\_ Section  
\_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ in \_\_\_\_\_  
County, State of Indiana, and is located on this farm as follows:

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### 3. Computation of rent, payment dates:

The tenant agrees to pay \_\_\_\_\_ percent of the value of calves at weaning time; \_\_\_\_\_ percent of the net increase in value of steers, cows without calves, and heifers without calves; and \$\_\_\_\_\_ per head per month for each bull.

Except by written consent of the landlord, such rental shall be paid on not less than \_\_\_\_\_ animal units, (calculated by method A\* or B\*\* \_\_\_\_\_) regardless whether the minimum number is actually pastured. If there are less than the minimum number, the rental shall be calculated on the basis of the average charge for those cattle in the pasture.

*\*Method A: 1 bull, 1.25 animal units; one 1,000-lb. cow, 1 animal unit; 1 yearling steer or heifer, .75 animal unit; calf, 6 months to 1 year, .5 animal unit; calf, 3 to 6 months, .3 animal unit; sheep, 5 per animal unit; horse 1.25 animal units.*

*\*\*Method B: 1,000 lb. of average weight for the pasture period.*

The net increase in value of feeder steers shall be calculated by multiplying their weight on removal from the pasture by the average price quoted for \_\_\_\_\_ grade feeder steers of comparable weight on the \_\_\_\_\_ market at that time, and subtracting therefrom the product of their weight on entering the pasture multiplied by the average price quoted for \_\_\_\_\_ grade feeder steers of comparable weight on the \_\_\_\_\_ market at the time the steers enter the pasture.

The net increase for feeder heifers shall be computed in the same manner using average prices quoted for feeder heifers of comparable weight at the \_\_\_\_\_ market. The net increase for cows without calves shall be computed in a similar manner using average prices quoted for Commercial cows of comparable weight at the \_\_\_\_\_ market.

Livestock shall be weighed prior to entering the pasture at \_\_\_\_\_, and upon leaving the pasture at \_\_\_\_\_. Weighing shall be at the expense of the tenant, and in the presence of the landlord or his representative.

Rent shall be due and payable when all stock has been removed by the tenant.

#### **4. Duties of the tenant:**

The tenant agrees:

- a. To provide the landlord an affidavit or health certificate(s) declaring that all cattle under 1 year of age have been vaccinated for blackleg and that all heifers and cows under 30 months of age have been calfhood vaccinated for Bang's disease or have shown a negative reaction to a Bang's test within \_\_\_\_\_ days prior to entering the pasture; and that all other females and bulls have shown a negative reaction to a Bang's test within \_\_\_\_\_ days prior to entering the pasture.
- b. Not to pasture livestock known to be breachy. Any animal found outside the pasture more than three times must be removed at the request of the landlord.
- c. Not to assign his rights and duties under this lease without the written consent of the landlord.
- d. To brand or mark all livestock in a manner sufficient to determine identity of ownership. A written list of all animals beyond weaning age entering the pasture together with brand or mark descriptions and classifications according to breed, age grouping, and sex shall be provided to the owner of the pasture. Such list shall be kept up-to-date throughout the lease.
- e. Not to put any cattle in the pasture without getting specific approval from the landlord in advance regarding number, health, sex, breed, and age.
- f. Not to keep more than \_\_\_\_\_ animal units (calculated by Method A\* or B\*\* \_\_\_\_\_) in the pasture at any time without written consent of the landlord.

*\*Method A: 1 bull, 1.25 animal units; one 1,000-lb. cow, 1 animal unit; 1 yearling steer or heifer, .75 animal unit; calf, 6 months to 1 year, .5 animal unit; calf, 3 to 6 months, .3 animal unit; sheep, 5 per animal unit; horse 1.25 animal*

units.

*\*\*Method B: 1,000 lb. of average weight for the pasture period.*

**5. Duties of the landlord:**

The landlord agrees:

- a. To place the perimeter fences and necessary cross fences in serviceable condition prior to the date livestock are brought to the pasture.
- b. To provide an adequate source of water throughout the pasture season. Violation of this subsection shall constitute grounds for termination of the lease.
- c. Not to place, or allow to be placed, any other livestock on the pasture described in Section 2, except as follows:

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**6. Other responsibilities:**

The party whose name appears in the blanks below agrees to assume the indicated responsibility (cross out and initial items not included in the lease).

	Responsible Party
Inspect fences not less than once per _____	_____
Provide labor for repair of fences	_____
Provide materials for repair of fences	_____
Supervise supply of water available to livestock	_____
Provide labor for repair of water system	_____
Provide materials for repair of water system	_____
Provide salt and minerals	_____
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	_____
Provide supplementary feed, if needed	_____
Notify other party of shortage in count	_____
Provide facilities for fly control	_____
Keep fly control facilities in working order	_____

**7. Right of entry:**

Both parties, and agents or employees thereof, shall have the right to enter the pasture at any time for any legitimate purpose. Gates shall be closed upon entering and leaving the premises.

**8. Arbitration:**

- a. Failure of either the landlord or the tenant to comply with the agreements set forth in this lease shall make him liable for damages to the other party. Any claim by either party for such damages shall be presented, in writing, to the other

party, at least \_\_\_\_\_ days before the termination of this lease.

b. Any disagreement between the landlord and the tenant shall be referred to a board of three disinterested persons, one of whom shall be appointed by the landlord, one by the tenant, and the third by the two thus appointed. The decision of these three shall be considered binding by the parties to this lease unless a matter of law or a sum exceeding \$\_\_\_\_\_ is involved. Any cost for such arbitration shall be shared equally by the two parties to this lease.

**9. Obligation of heirs and assigns:**

The terms of this lease shall be binding upon the heirs and assigns of both parties.

**10. Executed in duplicate on the date written in item one:**

WITNESS (not needed if notarized):

\_\_\_\_\_ LANDLORD

\_\_\_\_\_ TENANT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_\_ day of \_\_\_\_\_  
A.D., 19\_\_\_\_\_, before me, the undersigned, a notary public in said State,  
personally appeared \_\_\_\_\_,

\_\_\_\_\_, and \_\_\_\_\_,  
to me known to be the identical persons named in and who executed the foregoing  
instrument, and acknowledged that they executed the same as their voluntary act  
and deed.

\_\_\_\_\_ (Notary Public)

**RR 11/85**

*Reviewed 8/2000*

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