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## Pasture Lease 1 (Cash Rent Per Head Per Month)

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# Extension Extra

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Ag Economics

COLLEGE OF AGRICULTURE & BIOLOGICAL SCIENCES / SOUTH DAKOTA STATE UNIVERSITY / USDA

## PASTURE LEASE 1

(Cash Rent Per Head Per Month)

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The following lease form

is provided

for your convenience

and may be photocopied

as needed.

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# PASTURE LEASE 1

## (Cash Rent Per Head Per Month)

### 1. Parties

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

### 2. Land Description

The pasture involved shall include: \_\_\_\_\_ of Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_; \_\_\_\_\_ of Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_; \_\_\_\_\_ of Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_; consisting of approximately \_\_\_\_\_ acres, in \_\_\_\_\_ County, State of \_\_\_\_\_.

### 3. Normal Units-Maximum Allowable

Not more than \_\_\_\_\_ animal units shall be kept in the pasture at any time without the express written consent of the pasture owner. Deliberate violation of this provision shall constitute grounds for termination of the lease. (Each 1,000 pounds of average weight for the pasture period shall be considered an animal unit.) \*

### 4. Duties of the Livestock Owner

The livestock owner agrees:

- a. To furnish the pasture owner with an affidavit or health certificate(s) declaring that all cattle under one year of age have been vaccinated for blackleg, and that all heifers and cows under 30 months of age have been calthood 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 fence jumpers. Should any animal be found outside the pasture on at least three occasions, the pasture owner may request its removal.
- c. Not to assign his rights and duties under this lease without the written consent of the pasture owner.
- 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 description and classifications according to breed, age grouping, and sex shall be provided to the owner of the pasture. Such lists shall be kept up to date throughout the lease.
- e. Not to put any cattle in pasture without getting approval from the pasture owner in advance regarding number, health, sex, breed, and age.

\* If the pasture owner and the owner of the livestock prefer, they can use the following basis for calculating animal units: 1 bull = 1.25 animal units; 1 1,000-lb. cow = 1 animal unit; 1 yearling steer or heifer = .75 animal unit; 1 calf, 6 mo. to 1 year = .5 animal unit; 1 calf, 3 to 6 mo. = .3 animal unit; 5 sheep = 1 animal unit; 1 horse = 1.25 animal units.

**5. Duties of the Pasture Owner**

The pasture owner agrees:

- a. To place the perimeter fences and necessary cross fences in serviceable condition prior to the date livestock are brought to the pasture and to maintain the fences during the pasture season.
- 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. To inform all livestock owners at the time this contract is completed of any plans for putting a bull or bulls into the pasture, including a description of the bull or bulls and approximate dates of entry and withdrawal. Such intentions shall be made a matter of record as follows:

Description of bull(s) (breed, markings, or registration number, etc.)	Date of entry	Date of Removal

In the event the pasture owner should wish to put bulls not described above into the pasture, he shall give all owners of female stock notice of his intention to do so at least \_\_\_ days in advance of actually doing so. Owners of female stock shall then have the option of removing female stock prior to the time the bull is to be put in without liability for any rental charges on the animals removed for the remainder of the season. Failure to remove cows or heifers during the specified length of time shall be interpreted to mean that the owner has no objections to the pasture owner's stated intention and this contract shall continue to be binding.

- d. Not to accept or put any female stock under 30 months of age which has not been calfhood vaccinated or which has shown a positive reaction to a Bang's test within \_\_\_ days prior to entering the pasture. Nor will he accept or put any other females or bulls in the pasture which have not shown a negative reaction to a Bang's test within \_\_\_ days prior to entering the pasture.

**6. Other Responsibilities**

Additional responsibilities for each party shall be divided as follows:

	Livestock Owner	Pasture Owner
Inspect fences not less than once per _____		
Supervise supply of water available to livestock		
Furnish labor for repair of water system		
Furnish materials for repair of water system		
Furnish salt and 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		

**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. Due care shall be exercised to insure that gates are closed upon entering and leaving the premises.

**8. Computation of Rent**

Per Head per Month Rental

The livestock owner agrees to pay the following rates:

- Bulls ..... @ \$ \_\_\_\_\_ per head per month
- Cows ..... @ \$ \_\_\_\_\_ per head per month
- Yearling Steers ..... @ \$ \_\_\_\_\_ per head per month
- Yearling Heifers ..... @ \$ \_\_\_\_\_ per head per month
- Calves, 6 mos.-1yr ..... @ \$ \_\_\_\_\_ per head per month
- Calves, 3-6 mos ..... @ \$ \_\_\_\_\_ per head per month
- Sheep ..... @ \$ \_\_\_\_\_ per head per month
- Horses ..... @ \$ \_\_\_\_\_ per head per month

The minimum number of animal units shall be \_\_\_\_\_. Except by written consent of the pasture owner or as provided under section 5c, such rental shall be required regardless of whether or not the minimum number is actually being pastured.

Payment, as nearly as may be estimated, shall be made as follows: One-fourth when livestock are first delivered to the pasture; one-fourth on \_\_\_\_\_, 19\_\_\_\_; and the remaining one-half before livestock are removed from the pasture.

**9. Arbitration**

In case of disagreement relative to any provision of this lease, such dispute shall be referred to an arbitration committee composed of one member selected by each party, and a third member selected by the other two. The decision of the arbitration committee shall be binding upon the parties to this lease.

**10. Obligations of Heirs and Assigns**

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

\_\_\_\_\_  
Pasture Owner (Signature)

\_\_\_\_\_  
Livestock Owner (Signature)

NOTARIZATION