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Pasture Lease 3 (Rent to Be Paid by Share of Grain)

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

PASTURE LEASE 3 (Rent to Be Paid by Share of Gain)

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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 3

(Rent to Be Paid by Share of Gain)

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. Animal 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:

- 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 calftub 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.
- 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.
- Not to assign his rights and duties under this lease without the written consent of the pasture owner.
- 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.
- Not to put any cattle in pasture without getting specific 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.
- 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)	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 calthood 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 _____	_____	_____
Furnish labor for repair of fences	_____	_____
Furnish materials for repair of fences	_____	_____
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

Share of Gain Rental:

The livestock owner 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 pasture owner, or as provided in section 5c, such rental shall be paid on not less than _____ animal units, regardless of whether or not 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.

The net increase in value of steers shall be calculated by multiplying their weight on removal from the pasture by the average price quoted for Good to Choice 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 Good to Choice feeder steers of comparable weight on the _____ market at the time the steers enter the pasture. 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. The net increase for heifers shall be computed in the same manner using average prices quoted for Good to Choice feeder heifers 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 livestock owner and in the presence of the pasture owner or his representative.

Rent based on estimated gain shall be due and payable before stock are removed from the pasture by the livestock owner. Adjustments shall be paid at the final weighing.

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