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## PASTURE LEASE--FORM 2 (CASH RENT BASED ON ACRES)

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

**PASTURE LEASE--FORM 2 (CASH RENT BASED  
ON ACRES)**

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

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, and \_\_\_\_\_, tenant, for the period \_\_\_\_\_ 19\_\_\_\_ through \_\_\_\_\_ 19\_\_\_\_.

**2. Land description:**

The pasture 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:

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

The tenant agrees to pay \$ \_\_\_\_\_ per acre for the use of the \_\_\_\_\_ acres of pasture described in item 2 for the period specified in item 1, the total rent thus calculated being \$ \_\_\_\_\_ payable as follows:

\$ \_\_\_\_\_ when livestock are placed on pasture or on \_\_\_\_\_, 19\_\_\_\_ and \$ \_\_\_\_\_

on \_\_\_\_\_, 19\_\_\_\_ and \$ \_\_\_\_\_  
when all livestock are removed but no later than  
\_\_\_\_\_, 19\_\_\_\_\_.

Default in any such payment shall constitute grounds for termination of the lease, at which time the entire annual payment shall become due and payable, and shall be forfeited as liquidated damages for breach of the lease.

**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 keep more than \_\_\_\_\_ animal units (calculated by method A\* or B\*\* \_\_\_\_\_) in the pasture at any time without written consent of the pasture owner.
- d. Not to assign his rights and duties under this lease 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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).

Inspect fences not less than once per _____	Responsible Party _____
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 \_\_\_\_\_
- Return stray animals to pasture \_\_\_\_\_
- Call veterinarian in case of emergency \_\_\_\_\_
- Provide loading and unloading facilities \_\_\_\_\_
- Provide supplementary feed, if needed \_\_\_\_\_
- 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)

*Cooperative Extension work in Agriculture and Home Economics, state of Indiana, Purdue University, and U.S. Department of Agriculture cooperating; H. A. Wadsworth, Director, West Lafayette, IN. Issued in furtherance of the acts of May 8 and June 30, 1914. The Cooperative Extension Service of Purdue University is an affirmative action/equal opportunity institution.*

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