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September 2015

## PASTURE LEASE--FORM 1 (CASH RENT PER HEAD PER MONTH)

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Petritz, David C. and Atkinson, Jake H., "PASTURE LEASE--FORM 1 (CASH RENT PER HEAD PER MONTH)" (2015). *Historical Documents of the Purdue Cooperative Extension Service*. Paper 1056.  
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**EC-624-W**

**(Reviewed 8/2000)**

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

**PASTURE LEASE--FORM 1 (CASH RENT PER  
HEAD PER MONTH)**

**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 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:

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

a. The basis for calculating rent shall be \$ \_\_\_\_\_ per month per animal unit (estimated by method A\* or B\*\* \_\_\_\_\_). Minimum rent shall be based on \_\_\_\_\_ animal units times \_\_\_\_\_ months times \$ \_\_\_\_\_ (rate per animal unit per month). The minimum rent thus calculated shall be \$ \_\_\_\_\_. At the end of the grazing season, the actual number of animal unit months shall be multiplied by \$ \_\_\_\_\_, and

the amount of rent shall be the larger of this calculation or the minimum specified above.

*\*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.*

b. Rent shall be payable as follows:

\$ \_\_\_\_\_ when livestock are placed on pasture, \$ \_\_\_\_\_ on or before \_\_\_\_\_, 19\_\_\_\_. and the remainder when all livestock are removed, but not 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 upon 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 landlord.

d. Not to assign his rights and duties under this lease without the 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 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 permit exclusive use of the pasture by the tenant 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.)

	<b>Responsible Party</b>
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	_____
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 disagreements 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 9/85**

*Reviewed 8/2000*

*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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