

Cash Farm Lease

This lease is entered into on _____ 20____

Land Owner _____ Tenant Operator _____

Address _____ Address _____

The parties to this lease agree to the following provisions: *(strike provisions not applicable)*

Description of Land:

The Land owner rents and leases to the Tenant, to occupy and to use for agricultural purposes only, the following real estate located in the County of _____ and the State of _____, and described as follows: _____

_____ commonly known as the _____ farm and consisting of approximately _____ acres.

Length of Lease:

_____ to _____, and the Tenant shall surrender possession at the end of this term or at the end of any extension thereof. Extensions must be in writing and attached to this lease, and both parties agree that failure to execute an extension at least _____ months before the end of the current term shall be constructive notice of intent to allow the lease to expire.

Termination of tenant/Landowner agreement:

This contract can be terminated by either party! Tenant hereby waives any right of written notice of termination pursuant to Section 9-206 of Chapter 110 of the Illinois Revised Statutes.

Cash Rents:

Tenant agrees to pay a cash rent of _____ per tillable acre of where ½ is due _____ and ½ is due _____.

Total tillable acres _____ X _____ rent per acre = _____ total cash rent.

First installment _____ to be paid _____

Second installment _____ to be paid _____

Land Owner to Provide:

- A. The above described farm, including fixed improvements.
- B. Taxes on land, improvements, and personal property owned by the Landowner.
- C. Grain bins.

Tenant requirements:

- A. To prevent noxious weed from going to seed on said premises and to destroy the same and keep the weeds and grass cut.
- B. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.
- C. To preserve established watercourses or ditches, and to refrain from any operation that will injure them.
- D. To comply with pollution control and environmental protection requirement as required by local, state, and federal agencies, as well as to implement soil erosion control practices to comply with the soil loss standards mandated by local, state, and federal agencies.
- E. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances; to read and follow label instructions for the use of such materials in order to avoid injury or damages to persons or property or both on the leased premises and adjoining areas; and to comply with state pesticide training, licensing, storing, and usage.
- F. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. No chemicals or chemical containers will be disposed of on property.
- G. To generally follow Natural Resource Conservation Service and Farm Service Agency recommendations and to maintain all other requirements necessary to qualify current and future farm operators to participate in federal farm programs.

Ground limestone or Liquid Lime:

Tenant is to furnish _____ percent or share of total cost, including hauling and spreading.

Landowner is to furnish _____ percent or share of total cost, including hauling and spreading.

Fertilizer:

Tenant to apply yearly crop removal phosphate and potassium fertilizer, based on _____bushel beans or _____ bushel corn.

Activities Restricted:

- A. Not to assign this lease to any person or persons or sublet any part of the premises herein leased.
- B. Not to enter into any agreement, contract, or other farming or business arrangement that alters rights in the Landowner’s security interest, right of entry, default or possession.
- C. Not to permit, encourage, or invite other persons to use any part or all of this property for any purpose or activity not directly related to its use for agricultural production

Insurance:

For the term of the lease, Tenant shall maintain insurance with a carrier acceptable to the Landowner, insuring Tenant & employees while performing on these premises including, crop liability and property damage insurance. Tenant shall furnish Landowner with a Certificate of Insurance and give notice of termination of coverage

Landowner liability:

The Tenant takes possession of the leased premises subject to the hazards of operating a farm and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on buildings, fences, tile, and other improvements.

Conservation:

Both Landowner and Tenant affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that are consistent with their needs and desire for acceptable current returns on the leased premises. To this end they agree to implement as far as possible, the best management practices recommended by the Natural Resource Conservation Service and to cooperate with that agency’s soil and water conservation programs.

Landowner’s right of entry:

The Landowner reserves the right personally or by agents, employees, or assigns to enter upon the premises at any reasonable time to view them, to work or make repairs or improvements thereon, or after constructive notice has been given that the lease may not be extended, and following severance of crops, to plow and prepare a seed bed, apply fertilizers, and any other operation necessary to good farming by the succeeding operator, these operations not to interfere with the Tenant in carrying out the regular farming operations.

Mineral rights:

Nothing in this lease shall confer upon the Tenant any right to minerals underlying the land. Such mineral rights are hereby reserved by the Landowner together with the full right to enter upon the premises and to bore, search, excavate, work, and remove the minerals, to deposit excavated rubbish, to pass over the premises with vehicle, and to lay down and work any railroad track or tracks, tank, pipelines, power lines, and structures as may be necessary or convenient for the above purpose. The Landowner agrees to reimburse the Tenant for any actual damage the Tenant may suffer for crops destroyed by these activities and to release the Tenant from obligation to continue farming this property when development of mineral resources interferes materially with the Tenant’s opportunity to make a satisfactory return.

Binding on heirs, etc.:

The terms of this lease shall be binding on the heirs, executors, administrator, and assigns of both Landowner and Tenant in like manner as upon the original parties.

Additional lease provisions:

Landowner

Tenant

Landowner

Tenant