

REC # 2000  
R.M.F. \$ 100

# Iowa Farm Lease Cash or Crop-Share

This agreement is made this 21 st day of September 1996, between Pam Weber hereinafter called the landlord and Norman Smith hereinafter called the tenant.

COMPUTER   
RECORDED   
COMPARED

## SECTION I. DESCRIPTION OF FARM

In consideration of the rental specified below, the landlord hereby leases to the tenant a farm of 45 acres, more or less, known as the Pam Weber farm, located in Madison County, State of Iowa ~~together with all the buildings and improvements thereon~~ subject to easements now existing or which the landlord may grant in the future.

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BOOK 43 PAGE 668

The description of the farm is as follows:

NW 1/4 of NW 1/4 of Sec. 27 T-76-N R-26-W Crawford

96 OCT 11 AM 10:34

Easements now in effect are as follows:

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

## SECTION II. LENGTH OF LEASE

The term of this lease is from March 1 1997 to February 28 1998 and continuing thereafter from year to year unless either party gives written notice to the other, in a form in accordance with Iowa law, to terminate the lease. Such notice shall be given prior to September 1 of the lease year, or of the final year of the lease term in the event this lease is for a term longer than one year.

## SECTION III. AMOUNT OF RENTAL

1. The tenant shall pay to the landlord as rental for part or all of the above described farm, as the case may be, an annual cash rent totaling \$2440 or \$\_\_\_\_\_ per acre for all land in \_\_\_\_\_ and \$\_\_\_\_\_ per acre for all land in \_\_\_\_\_ and a share of the crops as hereinafter provided. In the event that this lease provides for a cash rental for the entire farm, the farm shall be taken as containing \_\_\_\_\_ acres for the purpose of computing the cash rental. The cash rental shall be due and payable as follows: 3-1 \$1220 11-1 \$1220 \_\_\_\_\_ \$\_\_\_\_\_ of each lease year and shall be payable at farm

2. In the event that this lease shall be in part or in total a crop-share lease, the tenant agrees to pay to the landlord as rental the following shares of crop and the landlord agrees to pay the shares of crop expenses as shown in the following schedule.

Crops	Landlord's share of crops	Landlord's share of crop expense			
		Seed	Combining, shelling, delivery, etc.	Commercial fertilizers	(Other)
Corn	0				
Soybeans	0				
Oats	0				
Hay	0				
Gov. Pay.	0				

*For Subordination Agreement  
see mtg rec 222 page  
12-13-00*



3. The landlord reserves storage facilities proportionate to his or her share of the crop as indicated in schedule above (item 2) unless otherwise provided (state exception, if any): \_\_\_\_\_

The tenant agrees to store as much of the landlord's share of the crops as possible in the storage space hereinbefore reserved.

4. The tenant further agrees to deliver the landlord's share of the grain to an elevator, purchaser, or dealer at \_\_\_\_\_ or at any other place, at a time and place specified by the landlord, provided the cost to the tenant of so doing shall not exceed the cost of delivering said grain to the elevator at the aforementioned place.

5. Other: \_\_\_\_\_

#### SECTION IV. THE SYSTEM OF FARMING

The parties to this lease agree that in general the crop rotation shall consist as nearly as practicable of 24 acres in corn or soybeans or other row crops, \_\_\_\_\_ acres in small grain, and 6 acres of the rotated land in some soil conserving crop such as hay or pasture crops; not less than 15 acres shall be in permanent pasture. Insofar as practicable approximately \_\_\_\_\_ acres of the cropped land shall be annually seeded to some soil conserving crop such as \_\_\_\_\_

#### SECTION V. FARM OPERATION

##### A. The landlord agrees:

1. To pay the share of expenses indicated in the schedule shown in paragraph 2 of Section III above
2. To make the following improvements and repairs, which shall be completed and ready for use on or before the date specified, barring delays due to unavoidable causes:  
\_\_\_\_\_  
\_\_\_\_\_

3. To furnish materials reasonably necessary for repair and upkeep of the fixed improvements on the farm, including dwelling, water systems, tiling systems and fences. Furnish fence repairs

4. To furnish necessary skilled labor employed in making permanent improvements.

5. To repair or replace as soon as practicable buildings or other improvements essential to the operation of the farm that may be destroyed by fire, accident or other casualty; or to provide comparable facilities within a reasonable time except as may be agreed upon (state exceptions, if any): \_\_\_\_\_

6. To assist in the control of noxious weeds as herein agreed: \_\_\_\_\_

7. In applying lime and constructing terraces and grassed waterways, to furnish the following: \_\_\_\_\_

8. To warrant and defend the tenant's possession against any and all persons as long as this lease remains in effect.

9. Other: \_\_\_\_\_

##### B. The tenant agrees:

1. To manage and operate the farm in an efficient and husbandmanlike manner, following the cropping system and landuse practices indicated in Section IV, and other tillage and husbandry recognized as the best in the community, and provide such labor, machinery and equipment as shall be reasonably required for such management and operation, and ~~to occupy~~ not to occupy the premises himself or herself during the full lease term.

2. To keep the premises in as good condition as their reasonable use will permit.

3. To perform the unskilled labor necessary in making minor repairs and minor improvements on the farm.

4. To plow or otherwise break up no permanent pasture, drainageways, grassed waterways, terraces or ditches without the consent of the landlord, and undertake no operations that will injure the land.

5. To be aggressive in the control of noxious weeds and to keep fence rows and roadsides cut or sprayed.

6. To sell or burn no hay, straw or crop residues grown on the farm, except by permission of the landlord.

7. At least once a year to haul out and spread upon appropriate fields all manure on the premises.

8. In applying lime and fertilizer, to furnish the following: 100% of fertilizer

Can apply manure from slurry store.

If lime is applied, cost will be prorated over 4 years from time of application.

9. To account for the rental share of any corn left in the field after harvest in excess of \_\_\_\_\_ bushels per acre \_\_\_\_\_  
 tlement at the option of the landlord.
10. To participate in and fully comply with any program offered by the United States Department of Agriculture or any other government agency if such participation is elected by the landlord.
11. To take reasonable care of all trees, vines, and shrubs and to take reasonable care to prevent injury to same.
12. Avoid pasturing new seeding of grass and legumes beyond \_\_\_\_\_
13. Not to cut or pasture perennial legumes after \_\_\_\_\_ of each year this lease continues in force, providing the field is not to be cultivated the following year.
14. Avoid pasturing rotation field crops when the soil is very wet or muddy and damage thereto is likely to occur, and not overgraze pastures.
15. Peaceably to surrender possession and occupancy of the premises at the termination of the lease and leave them in as good condition as the tenant found them, reasonable allowance being made for ordinary wear and depreciation.
16. Other (spray equipment, labor and materials for spraying insects, noxious weeds, etc.): \_\_\_\_\_
17. Other (such as fencing, handling new seeding, moving baled straw, buying landlord's share of crops): \_\_\_\_\_  
 tenant furnishes labor to repair fences
18. To assist in the establishment and maintenance of grassed waterways and terraces on the farm as follows: \_\_\_\_\_
19. Not to sell or exchange any sand or gravel except by permission of the landlord.
20. Other: \_\_\_\_\_

**SECTION VI. COMPENSATION FOR IMPROVEMENTS AND REMOVAL OF FIXTURES**

1. Emergency repairs costing less than \$\_\_\_\_\_ for each such repair and totaling no more than \$\_\_\_\_\_ annually may be made without consent of the landlord. Provided the tenant keeps all receipts for such expenditure and presents same to the landlord at the next rent-paying date, these items shall be deducted from rental payments due.
2. The tenant may apply limestone or commercial fertilizers, establish meadows and pastures, seed legumes for soil improvement and make repairs or improvements upon buildings, fences and water supply systems at the tenant's own expense and consistent with the terms of this lease. Provided written consent of the landlord shall have been obtained thereto in advance and provided these are improvements which cannot be removed when the tenant leaves the farm, the tenant shall receive from the landlord compensation for the unexhausted value of the improvements. To be eligible for such compensation, the value of the tenant's contribution, date of completion and rate of depreciation must have been agreed upon and entered in the schedule in paragraph 4 below, or in another written agreement signed by the landlord.
3. The tenant shall receive from the landlord compensation for the unexhausted value of other improvements provided the landlord's approval has been obtained prior to making the improvements and the method of determining such compensation has already been properly entered in the schedule in paragraph 4 below, or in another written agreement signed by the landlord.
4. A value shall be placed on the tenant's contribution to improvements specified in paragraphs 2 and 3 above and entered in column 6 of the schedule. The rate of depreciation shall be entered in column 7. If the tenant leaves the farm before the end of the depreciation period, the landlord agrees to compensate the tenant for the unexhausted value of the improvement according to that part of the depreciation period not elapsed at the time the tenant leaves the farm.

(1) Type and location of improvement	(2) Date to be completed	Percent to be furnished by landlord and by tenant			(6) Value placed on tenant's contribution	(7) Rate of annual depreciation (percent)	(8) Signatures	
		(3) Materials		(4) Labor				(5) Machinery or trucking
		L	T	L				
Lime		100%	T	100%	T		25%	

(Note: There is available from Iowa State University a larger form for this purpose. It is entitled "A Lease Supplement for Making Improvements on a Rented Farm" FM-1780.)

File: Economics 1-5

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