**Flexible-Cash Crop Lease Agreement**

This flexible-cash crop lease agreement form is designed to provide the landlord and tenant with a guide for developing an agreement to fit their individual situation. This form is not intended to take the place of legal advice pertaining to contractual relationships between the two parties.

**PARTIES INVOLVED**

This lease is entered into this day of , 19 between

 , landlord, of (address) and

 , tenant, of (address) hereafter known as the landlord and the tenant, respectively.

**PROPERTY DESCRIPTION**

The landlord hereby leases to the tenant, to occupy and use for agricultural and related purposes, the following described property: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ consisting of approximately acres situated in Township, \_\_\_\_\_\_\_\_\_\_\_\_\_\_County, Wisconsin with all improvements thereon except as follows:

 .

**GENERAL TERMS OF THE LEASE**

A. Time period covered. The provisions of this agreement shall commence on the day of (month), 19\_\_\_ . This lease shall continue in effect from year to year thereafter unless written notice of termination is given by either party to the other days prior to the anniversary date of the lease in any year of continuation.

B. Amendments and alterations. A written request is required for general review of the lease or for consideration of proposed changes by either party days prior to the anniversary date of the lease in any year of continuation. Amendments and alterations to this lease shall be (1) in writing, (2) signed by both the landlord and the tenant, and (3) attached to all copies of this lease.

C. No partnership intended. It is particularly understood and agreed that this lease shall not be deemed to be nor intended to give rise to a partnership relation. Neither party shall have the right to bind the other without written consent.

D. Transfer of property. If the landlord should sell or otherwise transfer title to the farm, the landlord will do so subject to the provisions of this lease.

E. No right to sublet. The landlord does not convey to the tenant the right to lease or sublet any part of the farm or to assign the lease to any person or persons whomever.

F. Binding on heirs. The provisions of this lease shall be binding upon the heirs, executors, administrators and successors of both the landlord and the tenant in like manner upon the original parties except as provided by mutual written consent.

G. Compensation for crop expenses. The landlord shall reimburse the tenant at the termination of this lease for field work completed and for other crop costs incurred for crops to be harvested during the following year. Unless otherwise mutually agreed, current custom rates for the operations involved shall be used as a basis for settlement.

**AMOUNT AND PAYMENT OF RENT**

A. Cash rent for non-flexible items are:

a. Pasture............................ $ c. Farmstead.............................. $ \_\_\_\_\_\_\_\_\_\_

b. Hayland.......................... $ d. Other ...... $ \_\_\_\_\_\_\_\_\_\_

B. Cash rent on flexible items shall be calculated using one or a combination of the three methods below (unused methods should be stricken). Any changes to the per acre base cash rent shall be made within \_\_\_\_\_\_ days of the anniversary date of this lease agreement.

**I. Flexing For Price.**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  Crops |  Base Rent |  X |  Current Price /Base Price |  = |  Rent Per Acre |  X |  Acres Grown |  = |  Adjusted Rent$ |
|  |  |  |  |  |  |  |  |  | $ |
|  |  |  |  |  |  |  |  |  | $ |
|  |  |  |  |  |  |  |  |  | $ |
|  Total For All Crops |  |

The current price for (crop) shall be the price at close of day on (day) of

 month at (location).

The current price for (crop) shall be the price at close of day on (day) of

 month at (location).

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 month at (location).

 **II. Flexing For Yield.**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  Crops |  Base Rent |  X |  Current Yield /Base Yield |  = |  Rent Per Acre |  X |  Acres Grown |  = |  Adjusted Rent$ |
|  |  |  |  |  |  |  |  |  | $ |
|  |  |  |  |  |  |  |  |  | $ |
|  |  |  |  |  |  |  |  |  | $ |
|  Total For All Crops |  |

The base yield for (crop) shall be (amount and units) per acre.

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The base yield for (crop) shall be (amount and units) per acre.

III. Flexing With Other Procedure. The procedure, flexing for price and for yield excepted, for flexing cash rent shall be as follows:

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

C. Payments of cash rents for non-flexible items shall be made at (location) on or before day of (month) of each year. Payments of cash rents for flexible items shall be made as follows:

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

D. If rent is not paid when due, the tenant agrees to pay interest on the amount of unpaid rent at the rate of \_\_\_\_\_\_ percent per annum from the due date, including that day, until the date paid.

E. Additional agreements in regard to rental payment are: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**IMPROVEMENTS**

A. The costs of establishing hay or pasture, new conservation structures, or improvements (except as identified in other sections of this lease) shall be divided between the landlord and the tenant as follows:

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

B. The tenant agrees to provide the labor necessary to maintain the farm and its improvements during the tenant's tenancy in as good condition as it was at the beginning. Normal wear and depreciation and damage from causes beyond the tenant's control are excepted.

The landlord agrees to furnish all materials and skilled labor needed for normal maintenance and repairs to the farm and its improvements. The landlord shall pay for material purchased by the tenant for such maintenance and repairs in the amount not to exceed $ in any one year, except as otherwise agreed upon. Reimbursement shall be made within days after the tenant submits the bill to the landlord.

C. The tenant shall not (1) erect or permit to be erected on the farm any non-removable structure or building; (2) incur any expense to the landlord for such purposes; or (3) add electrical wiring, plumbing, or heating to any building without written consent of the landlord.

D. The landlord shall replace or repair as promptly as possible the dwelling or any other building regularly used by the tenant that may be destroyed or damaged by fire, flood, or other cause beyond the control of the tenant.

E. The tenant may make minor improvements of a temporary or removable nature, which do not mar the condition or appearance of the farm, at the tenant's expense. The landlord agrees to let the tenant remove such improvements even though they are legally fixtures at any time this lease is in effect. The tenant shall have no right to compensation for improvements not removed except as mutually agreed.

**OPERATION AND MAINTENANCE OF THE FARM**

A. In order to operate the farm efficiently and maintain it in a high state of productivity, the tenant agrees to use diligence to prevent noxious weeds from going to seed on the farm. Treatment of noxious weed infestation and cost thereof shall be paid \_\_ percent by the landlord and \_\_ percent by the tenant.

B. The tenant agrees to control soil erosion as completely as practicable; to keep in good repair all terraces, open ditches, and drains; and to preserve all established water sources.

C. The tenant agrees to not plow permanent pasture, or cut live trees for sale or personal use.

D. The tenant agrees to farm the land in such a manner as meets government agency (such as Natural Resource Conservation Services and Farm Service Agency) regulations.

E. The landlord shall replace or repair as promptly as possible the dwelling or any other building regularly used by the tenant that may be destroyed or damaged by fire, flood, or other cause beyond the control of the tenant.

**ARBITRATION AND DIFFERENCES**

A. Any differences between the parties as to their several rights or obligations under this lease that are not settled by mutual agreement after thorough discussion shall be submitted for arbitration to a committee of three disinterested persons, one selected by each party hereto and the third by the two thus selected. The committee's decisions shall be accepted by both parties.

B. If either party willfully neglects or refuses to carry out any material provision, the other party shall have the right, in addition to compensation for damage, to terminate the lease. Written notice shall be given to the party at fault specifying the violations of the agreement. If violations are not corrected within 30 days, the lease shall be terminated.

**RIGHT OF ENTRY**

The landlord reserves the right, in person or by agent, to enter the farm at any reasonable time to: (1) consult with the tenant; (2) make repairs, improvements, and inspections; and (3) after written notification of termination of the lease agreement, do plowing, seeding, fertilizing, and any other customary seasonal work, none of which is to interfere with the tenant's ability to carry out regular farm operations.

**RIGHT OF FIRST REFUSAL**

In the event of any offer acceptable to Landowner, or to Landowner’s successor in interest, at any time or times during the original or extended term hereof, for the sale of the premises or for a lease to commence upon the expiration or earlier termination of the original or extended term hereof, the Landowner, prior to acceptance thereof, shall give the tenant, with respect to each such offer, written notice thereof and a copy of said offer including the name and address of the proposed purchaser or lessee; and tenant shall have the option and right of first refusal for sixty (60) days after receipt of such notice within which to elect to purchase or lease the Premises, as the case may be, on the terms of said offer. If tenant shall elect to purchase or lease the Premises pursuant to the option and first refusal herein granted, renter shall give notice of such election within such sixty (60) day period. Tenant’s failure at any time to exercise its option under this paragraph shall not affect this lease and the continuance of tenant’s rights and options under this and any other paragraph herein.

**EXECUTION**

This lease agreement shall be executed in duplicate on the date above written. A copy of this lease agreement and subsequent alteration, each with original signatures, shall be given to the landlord and to the tenant.

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

Landlord Date

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

Landlord Date

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

Tenant Date

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

Tenant Date