

State of \_\_\_\_\_

## PASTURE LEASE AGREEMENT

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This Pasture Lease Agreement (this "Agreement") is made this \_\_\_\_\_, 20\_\_ by and between:

**Landowner:** \_\_\_\_\_ ("Landowner") AND

**Lessee(s):** \_\_\_\_\_ ("Lessee").

In the event there is more than one Lessee, each reference to "Lessee" shall apply to each of them, jointly and severally. Each Lessee is jointly and severally liable to Landowner for payment of rent and performance in accordance with all other terms of this Agreement. Each Landowner and Lessee may be referred to individually as a "Party" and collectively as the "Parties."

**1. Pasture.** The pasture land leased is located at \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, \_\_\_\_\_ (the "Pasture").

The total pasture area comprises \_\_\_\_\_ acres of land suitable for grazing livestock known as \_\_\_\_\_ [Name of pasture] and described as \_\_\_\_\_ [Legal description]. This Agreement grants the Lessee the right to use the land for grazing purposes only.

**2. Agreement to Lease.** Landowner agrees to lease to Lessee, and Lessee agrees to lease from Landowner, the Pasture for livestock grazing purposes, according to the terms and conditions set forth herein.

**3. Term.** This Agreement shall be considered a: (check one)

**Fixed Lease.** This Agreement will be for a term beginning on \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_, 20\_\_ (the "Term"). At the end of the Term: (check one)

A month-to-month holdover tenancy will be created. If Landowner accepts a rent payment after the Term expires, both parties understand that a month-to-month tenancy will be created at the agreed-upon rent, unless proper notice is given as required by law.

The Lessee must vacate the Pasture unless this Agreement has been extended by mutual written agreement.

**Month-to-Month Lease.** This Agreement will begin on \_\_\_\_\_, 20\_\_ and continue month-to-month until either Landowner or Lessee terminates the Agreement by providing the other Party with proper written notice of termination (the "Term").

**4. Rent.** Lessee will pay Landowner rent for the Term based on the following method (check one):

**Per Acre.** The rental amount for use of the Pasture will be \$\_\_\_\_\_ per acre, with a total of \_\_\_\_\_ acres, resulting in a total rent of \$\_\_\_\_\_.

**Per Head of Livestock.** The rental amount for use of the Pasture will be calculated based on the number and type of livestock on the Pasture, as shown in the table below:



Animal Type	Head Count	Monthly Rental Amount (per head)	Total Monthly Rental Amount
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

The total rental amount based on the livestock headcount will be \$ \_\_\_\_\_ per month.

Per AUM (Animal Unit Month). The rental amount for use of the Pasture will be calculated based on the AUM for each animal type on the Pasture, as shown in the table below:

Animal Type	AUM Equivalent	Head Count	Total AUMs	Rental per AUM (per month)	Total Rental Amount (per month)
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	\$ _____	\$ _____

The total rental amount based on the AUM calculation will be \$ \_\_\_\_\_ per month.

Other. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Rent will be payable (check one)  monthly  yearly  other: \_\_\_\_\_ in advance and due on the \_\_\_\_\_ day of each payment period. Rent will be paid to Landowner at Landowner's address (or to such other places as directed by Landowner) by one of the following methods: (check all that apply)

Cash  Personal check  Money order  Cashier's check  Electronic transfer  Other: \_\_\_\_\_, and will be payable in U.S. Dollars.

**5. Use of Pasture.** The Lessee agrees to use the Pasture for the grazing of livestock only. Any other uses, including but not limited to planting crops, building structures, or commercial purposes, are prohibited unless otherwise agreed in writing by the Landowner. The Lessee will maintain the health of the pasture land and ensure that the pasture land is not overgrazed or damaged.

**6. Livestock.** (Optional)

Lessee may graze a maximum of \_\_\_\_\_ heads of livestock on the Pasture. The Lessee agrees to maintain proper care and management of livestock at all times, including ensuring adequate food, water, and shelter for the livestock.

**7. Fencing and Maintenance.** (check one)

Landowner will furnish all fencing materials, maintain and repair fencing and any other structures required to contain the Lessee's livestock on the Pasture.

Lessee will be responsible for maintaining and repairing all fencing and structures required for their



livestock on the Pasture.

**8. Water Rights.** The Landowner will provide water access to the Lessee for livestock purposes. The Lessee is responsible for ensuring that livestock have access to the provided water source and must not damage or contaminate it.

**9. Security Deposit.** Upon signing this Agreement, Lessee will pay a security deposit in the amount of \$ \_\_\_\_\_ to Landowner. The security deposit will be retained by Landowner as security for Lessee's performance of its obligations under this Agreement. The security deposit will be refunded to the Lessee within \_\_\_\_\_ days of the termination of this Agreement, minus any necessary deductions for damage to the pasture land or any unpaid rent.

**10. Condition of Pasture.** The Lessee acknowledges that the Pasture is in good condition at the start of the Term and agrees to maintain it in a similar condition throughout the Term. Any damage caused by overgrazing or negligence will be the responsibility of the Lessee.

**11. Liability.** Landowner is not responsible or liable for any loss, claim, damage, or injury related to Lessee's livestock or the Lessee's use of the Pasture, unless caused by Landowner's negligence.

**12. Default.** In the event of nonpayment of rent or any violation of the terms of this Agreement by the Lessee, the Landowner may terminate this Agreement by providing \_\_\_\_\_ days' written notice.

**13. Surrender.** Upon the expiration or termination of this Agreement, Lessee agrees to vacate the Pasture and return the Pasture to its original condition, free of livestock, within \_\_\_\_\_ days.

**14. Miscellaneous.**

a. Access: The Landowner reserves the right to access the Pasture at reasonable times to inspect the pasture land or for other purposes related to the management of the property.

b. Subletting: Lessee shall not sublet or assign this Lease to any third party without written permission from the Landowner.

c. Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of \_\_\_\_\_.

d. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings.

e. Modification. This Agreement may be amended or modified only by a written agreement signed by both Parties.

f. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

g. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon Landowner, its successors and assigns, and upon Lessee and its permitted successors and assigns

**15. Additional Provision.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the Effective Date.



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**Landowner** Signature

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**Landowner** Full Name

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**Lessee** Signature

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**Lessee** Full Name

