

# Illinois Pasture Lease

**To use this lease form.** Complete two identical copies – one for the Lessor (Landowner) and one for the Lessee (Tenant). Cross out any provisions that are not to become a part of the contract. Write any additional provisions that are desired. Use ink or typewriter. (Pasture leasing information can be found at <http://www.agcom.purdue.edu/AgCom/Pubs/EC/EC-623.html> and <http://www.oznet.ksu.edu/library/agec2/ncr149/pdf>)  
The Lessor and Lessee may want to discuss lease provisions with their respective legal counsel since a lease creates and alters legal rights.

**Date and names of parties.** This lease is entered into on \_\_\_\_\_, 20\_\_\_\_,

Between \_\_\_\_\_ (Landlords) Lessor(s),  
at (address) \_\_\_\_\_  
and \_\_\_\_\_ (Tenants) Lessee(s),  
at (address) \_\_\_\_\_.

**The parties to this lease agree to the following provisions.**

**Description of land.** The Lessor rents and leases to the Lessee, to occupy and to use for agricultural purposes only, the following real estate located in the County of \_\_\_\_\_ and the State of \_\_\_\_\_, described as follows: \_\_\_\_\_

\_\_\_\_\_ commonly know as the \_\_\_\_\_ farm and consisting of approximately \_\_\_\_\_ acres, together with all buildings and improvements thereon belonging to the Lessor, except \_\_\_\_\_.

**Length of tenure.** The term of this lease shall be from \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_, and the Lessee shall surrender possession at the end of this term or at the end of any extension thereof. Extensions must be placed in writing on 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.

**Amendments and alterations** to this lease may be made in writing in the space provided and the end of this form at any time by mutual agreement. If the parties fail to agree on proposed alterations, the existing provisions of the lease shall control operations.

## Section 1. Animal Units

Not more than \_\_\_\_\_ animal units shall be kept in the pasture at any one time without the express written consent of the Lessor. Deliberate violation of this provision shall constitute grounds for termination of this lease. (In general, each 1,000 pounds of average weight shall be one animal unit. If the pasture owner and the owner of the livestock prefer, they can use the following basis for calculating animal units: one bull, 1.25 animal units; one 1,000-pound cow, 1 animal unit; one yearling steer of heifer, .075 animal unit; calf, 6 months to 1 year, 0.5 animal unit; 3 to 6 months, 0.3 animal unit; sheep, 5 per animal unit; horse, 1.25 animal unit.)

Stocking rate	Number head	Number animal units
Bulls.....	_____	_____
Cows .....	_____	_____
Yearling steers.....	_____	_____
Yearling heifers .....	_____	_____
Calves, 6 to 12 mos.....	_____	_____
Calves, 3 to 6 mos.....	_____	_____
Other .....	_____	_____
Other .....	_____	_____

## Section 2. Rental Calculations and Payment Schedule

(Use method I, II or III and strike out the two methods not used.)

### Method I

The Lessor agrees to pay \$ \_\_\_\_\_ per acre for use on the property described in paragraph I. Total rent of \$ \_\_\_\_\_ shall be paid as follows:

- \$ \_\_\_\_\_ on or before \_\_\_\_\_ day of \_\_\_\_\_ (month)
- \$ \_\_\_\_\_ on or before \_\_\_\_\_ day of \_\_\_\_\_ (month)
- \$ \_\_\_\_\_ on or before \_\_\_\_\_ day of \_\_\_\_\_ (month)
- \$ \_\_\_\_\_ on or before \_\_\_\_\_ day of \_\_\_\_\_ (month)

*Rental adjustment.* Additional agreements in regard to rental payment:

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### Method II

The Lessee agrees to pay the rates outlined in Table 1 (the period may be a month, pasture season, or year).

The minimum rent shall be \$ \_\_\_\_\_. Such rent shall be required regardless of whether or not livestock are actually being pastured. The total rent of \$ \_\_\_\_\_ (from Table 1) shall be paid as follows:

- \$ \_\_\_\_\_ on or before \_\_\_\_\_ day of \_\_\_\_\_ (month)
- \$ \_\_\_\_\_ on or before \_\_\_\_\_ day of \_\_\_\_\_ (month)
- \$ \_\_\_\_\_ on or before \_\_\_\_\_ day of \_\_\_\_\_ (month)
- \$ \_\_\_\_\_ on or before \_\_\_\_\_ day of \_\_\_\_\_ (month)

**Table 1 — Rental Rates**

	Number		Rental rate per period		Total rent per period
Bulls.....	_____	X	\$ _____	=	\$ _____
Cows.....	_____	X	\$ _____	=	\$ _____
Yearling steers.....	_____	X	\$ _____	=	\$ _____
Yearling heifers.....	_____	X	\$ _____	=	\$ _____
Calves, 6 to 12 mos. ....	_____	X	\$ _____	=	\$ _____
Calves, 3 to 6 mos. ....	_____	X	\$ _____	=	\$ _____
Other.....	_____	X	\$ _____	=	\$ _____
Other.....	_____	X	\$ _____	=	\$ _____
TOTAL RENT.....					\$ _____

*Rental adjustment:* Additional agreements in regard to rental payment: \_\_\_\_\_

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### Method III — Other rental arrangements (share-of-gain, etc.)

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### Section 3. Lessor and Lessee Responsibilities

Lessor and Lessee agree to divide and assume the following responsibilities: (Use X or initials to indicate responsibility.)

	Lessor	Lessee
Inspect fences not less than once per _____.	_____	_____
Furnish labor for repair of fences.	_____	_____
Furnish materials for repair of fences.	_____	_____
Supervise supply of water to livestock.	_____	_____
Furnish labor for repair of water system.	_____	_____
Furnish materials for repair of water system.	_____	_____
Furnish salt & mineral.	_____	_____
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.	_____	_____
Furnish supplementary feed, if needed.	_____	_____
Notify other party of shortage in count _____.	_____	_____
Provide facilities for fly control.	_____	_____
Keep fly-control facilities in working order.	_____	_____
Additional agreements: _____		
_____		
_____		

### Section 4. Lessee's Obligations and Duties

The Lessee further agrees to perform and carry out the stipulations below. (Strike out any not desired.)

**A. Activities required:**

1. To furnish health certificates as follows: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
2. To prevent noxious weeds from going to seed on said premises and to destroy the same and keep the weeds cut.
3. To prevent all unnecessary waste, or loss, or damage to the property of the Lessor.
4. To comply with pollution control, water quality, and environmental protection requirements 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.
5. Insurance: For the term of the lease, Lessee shall maintain insurance with a carrier acceptable to the Lessor, insuring Lessee while performing on these premises hereunder in the following types and in stated minimum amounts:
  - i) Liability Insurance: \$ \_\_\_\_\_ per person  
 \$ \_\_\_\_\_ per occurrence
  - ii) Property Damage: \$ \_\_\_\_\_ per occurrence
  - iii) Workers Compensation: Full Statutory Limits
 Lessee shall furnish a Certificate of Insurance and agrees that all applicable insurance policies name the Lessor as an additional insured and to receive notice of termination of coverage.
6. 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 instructions on the labels 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. Any chemicals for weed or insect control or other use,

when used, should be applied at levels not to exceed the manufacturer's recommendation.

7. To be solely responsible for all employer obligations on hired labor with respect to safety requirements and social security and workers' compensation contributions, and the Lessor shall have no responsibilities therefore.

**B. Activities restricted. The Lessee further agrees:**

1. Not to pasture livestock that continue to break through fences. Should any animal be found outside the pasture on at least three occasions, the Lessor may request its removal.
2. Not to put any cattle in pasture without getting specific approval from the Lessor in advance regarding number, health, sex, breed, and age.
3. Not to assign this lease to any person or persons or sublet any part of the premises herein leased.
4. Not to erect or permit to be erected any structure or building or to incur any expense to the Lessor for such purposes.
5. 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, except as specifically noted here:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
6. Not to cut live trees for sale purposes or personal uses.
7. Not to erect or permit to be erected any commercial advertising signs on the farm.
8. Not to enter into any agreement, contract, or other farming or business arrangement that alters rights in the Lessor's security interest, right of entry, default or possession.

**C. Additional agreements:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_



## Amendments to the Lease

**A. Lessor's written consent to Lessee's participation in items in Section 4, Clause B.**

1. Item: \_\_\_\_\_ Description and restrictions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_ Lessor's Signature \_\_\_\_\_

2. Item: \_\_\_\_\_ Description and restrictions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_ Lessor's Signature \_\_\_\_\_

**B. Other amendments:**

1. _____	<i>Date</i>	<i>Lessor</i>
_____	<i>Date</i>	<i>Lessee</i>
2. _____	<i>Date</i>	<i>Lessor</i>
_____	<i>Date</i>	<i>Lessee</i>
3. _____	<i>Date</i>	<i>Lessor</i>
_____	<i>Date</i>	<i>Lessee</i>

<p style="text-align: center;"><b>Extension</b></p> <p>This lease shall be extended from _____, 20____,</p> <p>to _____, 20____</p> <p>Signed: _____, 20____</p> <p style="text-align: right;">_____ Lessor</p> <p style="text-align: right;">_____ Lessee</p>	<p style="text-align: center;"><b>Extension</b></p> <p>This lease shall be extended from _____, 20____,</p> <p>to _____, 20____</p> <p>Signed: _____, 20____</p> <p style="text-align: right;">_____ Lessor</p> <p style="text-align: right;">_____ Lessee</p>	<p style="text-align: center;"><b>Extension</b></p> <p>This lease shall be extended from _____, 20____,</p> <p>to _____, 20____</p> <p>Signed: _____, 20____</p> <p style="text-align: right;">_____ Lessor</p> <p style="text-align: right;">_____ Lessee</p>
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