This form can provide the owner and operator 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.

Iowa Farm Lease

This lease agreement is made this 6th day of January, 2017, between

OPERATOR(S): Grant M. and Shirley M. Moore

Address: 567 45th Avenue
New Town, IA 50XXX
Telephone 000-123-4567 Email gmoore@email.com

OWNER(S): ABC Farming Corporation (50%) and Tom Smith (45%) Grant Moore (5%)

Address: 1234 56th St.
Old Town, IA 50XXX
Telephone 000-123-6789 Email tsmith@email.com

Owner(s)' representative: NA
Address:
Telephone _____ Email _____

THE PARTIES AGREE AS FOLLOWS:

1. **DESCRIPTION OF FARM.** The Owner, in consideration of the terms specified herein, leases to the Operator for agricultural purposes the following legally described property (REAL ESTATE):

   160 acres in NW1/4, Section 26; 156 acres tillable

   The Real Estate is located in Green Township, in Pocahontas County, Iowa, containing 156 acres, more or less, and subject to all easements now existing or which the Owner may grant in the future, such that the usefulness of the property to the Operator is not reduced.

   Easements now in effect are as follows (such as for conservation programs, wind turbines, etc.):

   NA

2. **TERM OF LEASE.** The term of this lease shall be for the period of 5 year(s) beginning March 1, 2017, and ending February 28, 2022 and continuing thereafter from year to year, unless either party gives notice to the other as specified by Iowa law on or before September 1, of the final lease year, to become effective the following March 1.

3. **PURPOSES OF THE LEASE.** The Operator shall have the right to use the property for the production of crops and livestock subject to the following limitations:

The following housing, buildings and storage structures located on the Real Estate may be used by the Operator for the following purposes:

Building or Structure	Purpose
Grain bin and machine shed; rent = $15,000 each year	storing grain and machinery
Planter, disc, and field cultivator; rent = $10,000 each year	preparing seed bed and planting crops

In the event of damage or destruction of buildings or structures listed above the Owner will have the option to replace them or provide their functional equivalent to the Operator for the purposes described above within a reasonable period of time, or make adjustment to the terms of this lease in lieu of replacement.

4. **CASH RENT (optional).** The Operator agrees to pay the Owner cash rent for the use of part or all of the Real Estate as follows:

Description				Amount
Cropland	78 acres	@ $ 200	/acre	$ 15,600
Cropland	78 acres	@ $ 225	/acre	$ 17,550
Established hayland	____ acres	@ $ ____	/acre	$ ____
Pasture	____ acres	@ $ ____	/acre	$ ____
Pasture, per animal unit month (AUM)		@ $ ____	/AUM	(to be determined)
Buildings and storage structures, housing (or at the rate of $____ per ____ (bushel, ton, etc.))				$ 25,000
Total annual rent				$ 40,600 (Years 1 & 2)

The cash rent shall be due and payable as follows:

Due Date	Amount	Due Date	Amount
3-1-2017	$ 40,600	3-1-20	$ 42,550
3-1-2018	$ 40,600	3-1-21	$ 42,550
3-1-2019	$ 42,550		$

In the event the cash rent is not paid in full by the due date(s), the Operator agrees to pay interest on the amount of unpaid rent at the rate of 3.5 % annual percentage rate (APR) from the due date until paid.

All cash rent is to be mailed or delivered to the Owner at: 2345 Johnson Road, Oxley, IA 50000

1-6-17 date JS owner (s) initials GM operator (s) initials

5. **FLEXIBLE CASH RENT (optional).** The amount of cash rent per acre to be paid by the Operator to the Owner for the portion of the Real Estate designated as Cropland shall be determined as follows (check one and fill in the blanks where needed):

_____ **(a) Percent of Gross Revenue:**
Actual gross revenue x _____ % (corn) or _____ % (soybeans) or _____ % (other crop)
Gross revenue will equal actual yield x actual price, plus other payments as described below.

_____ **(b) Base Rent plus Bonus**
Corn: Base rent $_____ + (actual gross revenue – base revenue $_____) x _____%
Soybeans: Base rent $_____ + (actual gross revenue – base revenue $_____) x _____%
Other crop: Base rent $_____ + (actual gross revenue – base revenue $_____) x _____%

_____ **(c) Other Method** (describe below or attach an addendum)

The minimum rent per acre shall be $ _____ (optional)
The maximum rent per acre shall be $ _____ (optional)

The **actual yield** (if applicable) shall be determined as follows:

The **actual price** (if applicable) shall be determined as follows:

The value of any payments received as the result of participation in **programs of the United States Department of Agriculture** or that accrue to the Operator of the Cropland for the crop year for which the variable cash rent applies shall be included in the calculation of the cash rent in the following manner:

The value of any payments received as the result of **crop insurance policies** that accrue to the Operator of the Cropland for the crop year for which the variable cash rent applies shall be included in the calculation of the cash rent in the following manner:

6. **CROP-SHARE RENT (optional).**

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

	Owner's Share of Expenses--%					
Expense	Corn	Soybeans	Oats	Hay		
Seed	60 %	60 %	%	60 %	%	%
Commercial fertilizers	60 %	60 %	%	%	%	%
Herbicides	0 %	0 %	%	%	%	%
Insecticides, fungicides	0 %	0 %	%	%	%	%
Custom applications	0 %	0 %	%	%	%	%
Drying fuel or charges	60 %	60 %	%	%	%	%
Hauling	60 %	60 %	%	%	%	%
Lime	60 %	60 %	%	%	%	%
Owner's Share of Crops	60 %	60 %	%	60 %	%	%

b. All other expenses related to the production of crops shall be paid for by the Operator, with the exception of:_____

c. Payments received from enrolling the Real Estate described in this lease in any programs offered by the U.S. Department of Agriculture or other federal, state, or county government programs shall be divided as follows:

Program	% to Owner	% to Operator
ARC and/or PLC	60 %	40 %
	%	%
	%	%

d. The Owner reserves storage facilities proportionate to his or her share of the crop as indicated in the schedule above unless otherwise provided (state exceptions, if any):_____

The Operator agrees to store as much of the Owner's share of the crops as possible in this storage space.

e. The Operator further agrees to deliver the Owner's share of the grain at a time and place specified by the Owner. The Owner shall compensate the Operator for delivering the Owner's share of the grain as follows: _____

f. Other crop-share lease provisions:

1-6-17 date JS owner (s) initials GM operator (s) initials

7. **OPERATOR DUTIES AND CONDITIONS.** Operator agrees to:

a. Prepare the land and plant such crops as agreed on in a timely fashion, as weather conditions permit.

b. Manage carefully all growing crops and to harvest all crops in a timely fashion as weather permits. In the event Operator fails to do so, Owner reserves the right, personally or through designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Operator. In the case of termination of this agreement, the Operator shall not perform any fall tillage nor incur any other expense for the Owner for the following year's crop without prior written consent of the Owner. No hayland is to be mowed or grazed after _____ without prior consent of the Owner.

c. Farm the land in an efficient and steward-like manner. Land planted to corn, soybeans or other row crops shall not exceed _____ acres each year, unless by mutual agreement.

d. Not assume any right to take any part of the harvested crop's aboveground plant (including burning or removing any crop residues from the property) except as stated herein:
_____

e. Furnish to the Owner by December 15 an annual report including 1) a summary of fertilizer, lime, and pesticide application records and 2) production or yield information about harvested crops each year, such as may be required for participation in Farm Service Agency programs or for setting crop insurance actual production history yields, and to use measurement methods acceptable for these purposes.

f. Do what is reasonably necessary to control soil erosion including, but not limited to, providing labor and normal farm equipment for the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstaining from any practice which will cause damage to the Real Estate. The Operator's responsibility does not include major reconstruction of such improvements made necessary by normal wear and tear or other natural causes.

g. Investigate broken and inoperative tile lines and report them to the Owner. Labor for minor repairs to broken tile, tile inlets, and tile outlets shall be the responsibility of the _____ and the cost of materials for their repair shall be paid by the _____.

h. Use reasonable efforts to control weeds in fields, fence rows, road ditches, building lots, and all other areas of the farm, utilizing one or more of the following control methods: _____, but excluding _____, and mow road ditches only during periods permitted by Iowa law.

i. Protect all desirable vegetation, such as grass field borders, grassed waterways, wildlife cover, shrubs and trees. Refrain from the following practices as they relate to the disturbance of permanent vegetation: _____
_____
_____

j. Follow a mutually acceptable tillage program for each of the crops planted. Such plan shall meet soil conservation and surface residue requirements as prescribed by the Natural Resources and Conservation Service (NRCS) conservation plan and include the following additional crop management practices: _____

_____

k. At least every 4 years, conduct soil tests and provide copies of all soil test results to the Owner as follows: _____

l. Provide labor at no charge to repair preexisting buildings and fences damaged by normal wear and tear when materials are furnished by Owner. Operator will provide labor and will furnish all materials to repair preexisting buildings damaged by Operator's livestock or through Operator's negligence. Owner shall provide all necessary materials and skilled labor for major rehabilitation, repairs, or replacement as deemed necessary by the Owner. Exceptions to this are: _____

_____

_____

m. Refrain from allowing livestock to pasture new seeding in the year seeded without permission of the Owner.

n. Comply with all local, state, and federal laws and regulations governing all activities related to the application of pesticides, livestock manure and commercial fertilizers, and the cultivation of crops. Follow label directions in the handling and application of all chemicals used on the Real Estate, and follow all applicator's licensing requirements. Comply with local, state, and federal laws and regulations pertaining to groundwater contamination, manure disposal, and hazardous waste storage or disposal.

o. Not allow any recreational use, including hunting, of the Real Estate without written consent of the Owner. The Operator shall have the right to use the Real Estate for the following recreational purposes: _____

8. **EXPENSES.**

a. Except as specified in Section 6 of this lease, all materials and services related to the production of agricultural products shall be acquired and paid for by the Operator.

b. If the amount Operator spends on lime exceeds $_____ per year this expense shall be prorated on a _____ year basis. The Operator shall be reimbursed proportionately for the unused portion of lime if the lease is terminated earlier than the end of this period, at the rate shown in Section 9 of this lease.

c. If the amount Operator spends on seed for perennial crops exceeds $_____ per year this expense shall be prorated on a _____ year basis. The Operator shall be reimbursed proportionately for the unused value of seed if the lease is terminated before the end of this period, at the rate shown in the Section 9 of this lease.

d. No expense shall be incurred for or on account of the Owner without first obtaining written permission from the Owner. The Operator agrees to take no actions that might cause a mechanic's or other lien to be imposed upon the Real Estate and agrees to indemnify the Owner if actions are taken by the Operator that result in such a lien being imposed.

9. **COMPENSATION FOR IMPROVEMENTS.** The Operator may make improvements to buildings, fences, or water systems and other items at the Operator's own expense and consistent with the terms of the lease, provided consent of the Owner has been given and provided these improvements shall not be removed when the Operator leaves the farm. The Operator shall receive compensation from the Owner for the undepreciated value of these improvements (if any) upon termination of the lease, provided the initial value, depreciation starting date, and annual rate of depreciation have been agreed upon and entered in the schedule below or attached to this lease. Examples of improvements include but are not limited to buildings, fences, tile lines, agricultural lime applications, terraces, and forage seedings.

Type of Improvement	Depreciation Starting Date	Value of Operator's Initial Contribution	Annual Rate of Depreciation
		$	%
		$	%
		$	%
		$	%

Note: A larger form for this purpose is available from AgDM C2-07, *Lease Supplement for Investing in Improvements on a Rented Farm*. A form for recording investment in conservation practices is also available, AgDM C2-08, *Lease Supplement for Obtaining Conservation Practices and Controlling Soil Loss*.

10. **REAL ESTATE AND PERSONAL PROPERTY TAXES.** The Owner agrees to pay all taxes, assessments, or other public charges levied or assessed by lawful authority against the Real Estate. The Operator agrees to pay all personal property taxes, assessments, or other public charges levied or assessed by lawful authority against the Operator's personal property on the premises, during the term of the lease.

11. **PARTICIPATION IN GOVERNMENT PROGRAMS.** The participation in any offered program of the United States Department of Agriculture or other federal, state, or county government agencies for crop production control, soil and water conservation, disaster assistance, price or revenue support, or other purposes will be discussed and decided on an annual basis or when the original contract expires. The course of action agreed upon shall be placed in writing and signed by both parties. A copy of the course of action so agreed upon shall be made available to each party.

The Operator agrees to preserve the cropland acreage bases allowed under USDA program provisions and shall not combine this parcel with another farm unit for governmental program purposes without written permission from the Owner.

The Real Estate contains the following **base acres** according to county FSA records:

FSA Unit Number	Corn (acres)	Soybeans(acres)	Other(acres)

12. **COMPENSATION FOR CROP EXPENSES.** The Owner shall reimburse the Operator at the termination of this lease for fieldwork done and for other costs incurred for future crops to be harvested after the lease is terminated if authorized by the Owner as provided in Section 7b. Unless otherwise agreed, the actual costs for crop inputs applied and current custom rates for field operations performed will be used as a basis of settlement.

13. **REMOVAL OF PORTABLE EQUIPMENT AND BUILDINGS.** The Owner shall not be responsible for property owned by the Operator. The Operator shall have the right to remove from the farm any portable equipment or buildings which the Operator has placed upon the farm at the Operator's expense. Such removal must be done within _____ days following the termination of the lease, unless additional time is granted in writing. If such property is not removed, it shall be considered abandoned and Operator shall claim no further interest in it except by written agreement between the Owner and the Operator.

14. **WELL AND WATER SYSTEMS.** Both parties agree to the following terms relative to the repair and replacement of wells, water lines, well pumps, septic tanks and related equipment:

15. **HOUSING.** In the event that housing is included in the structures listed in Section 3 of this lease the following operating expenses shall be paid by the party as indicated:

Expense	Paid by (mark one or indicate %)	
electricity	_____ Operator	_____ Owner
telephone	_____ Operator	_____ Owner
water and sewer	_____ Operator	_____ Owner
garbage collection	_____ Operator	_____ Owner
gas or heating oil	_____ Operator	_____ Owner
cable or satellite TV reception	_____ Operator	_____ Owner
Internet connection	_____ Operator	_____ Owner

Minor repairs under $ _____ shall be paid by the Operator. Repairs over this amount shall be made by mutual agreement of the Operator and Owner and paid as follows: _____

_____

16. **INSURANCE.** Both the Operator and Owner will keep their respective property interests reasonably insured against hazards and casualties. In the event of any damage to crops, buildings, or improvements by any natural or man-made disaster, the Operator shall inform the Owner with 48 hours. The Operator shall carry the following types and minimum coverage of insurance:

a. Workers' Compensation Insurance (if applicable).
b. Comprehensive General Liability with limits of not less than $_____million.
c. Automobile Liability Insurance on all owned, non-owned, hired, or leased automotive equipment in conjunction with operations in amounts not less than $ _____ for bodily injury and $_____ for property damage and liability.

17. **RIGHT OF ENTRY AND INSPECTION.** The Owner may enter the real estate at any reasonable time for the purpose of consulting with the Operator, viewing the property, making repairs or improvements, or for other reasonable purposes that do not interfere with the Operator's ability to carry out regular farming operations. Upon properly served notice of termination of the lease and permission of the Operator (provided that such permission shall not be unreasonably withheld), the Owner reserves the right to enter the Real Estate and perform fall tillage, seeding, fertilizing or other customary seasonal operations after the Operator has completed the harvesting of crops.

18. **OWNER'S LIEN AND SECURITY INTEREST.** The Operator acknowledges that a statutory Landlord's Lien exists in favor of the Owner. The Operator also grants to the Owner a security interest on, but not limited to, all growing or mature crops on the Real Estate as provided in the Iowa Uniform Commercial Code. The Operator shall sign security agreements and financing statements as requested by the Owner to perfect the Owner's security interests.

At Owner's request, the Operator shall provide the Owner a list of potential buyers for the crops grown on the farm. The Owner may deliver a Notice of Security Interest to those buyers and only those buyers listed. The Operator shall not deliver or sell such crops to any buyer not listed without first obtaining written consent of the Owner.

19. **TRANSFER OF INTEREST.** The Operator agrees not to lease or sublet any part of the Real Estate nor assign this lease to any other person or entity, nor sublease any or all of the property described herein without prior written permission of the Owner. This lease shall be binding upon the heirs, assignees, or successors in interest of both parties. If the Owner should sell or otherwise transfer title to the Real Estate, the Owner will do so subject to the provisions of this lease.

20. **CHANGES IN LEASE TERMS.** The conduct, representation, or statement of either party, by act or omission, shall not be construed as a material alteration of this lease until such provision is reduced to writing and executed by both parties as an addendum to this lease.

21. **ARBITRATION.** Any disputes between the Owner and Operator not covered by the terms of this lease may be submitted by either party for arbitration by three disinterested persons, one of whom shall be selected by the Owner, one by the Operator, and a third by the previously named two. If, and when, disputes are submitted, a majority decision of the arbitrators shall be binding upon the parties to the lease.

22. **ATTORNEY FEES AND COURT COSTS.** In the event a judgment is granted to either party as a result of legal action related to the terms of this lease, the payment and discharge of all costs and attorney fees or other expenses incurred to enforce the terms of this lease shall be handled as follows (check appropriate statement):

_____ Each party shall pay its own attorney fees, legal expenses, and other costs.
_____ If the Operator is awarded a judgment against the Owner, the Owner shall pay all attorney fees and legal expenses. If the Owner is awarded a judgment against the Operator, the Operator shall pay all attorney fees and legal expenses.

23. **CONTRACT CONSTRUCTION.** Words or phrases herein, including acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

24. **NOTICES.** Any notice contemplated in this lease shall be made in writing and shall either be delivered in person (with signed acknowledgment of receipt from the intended recipient), or be mailed by certified U.S. mail, return receipt requested, to the last known mailing address. The notice provisions of this section shall not apply to the notice of termination as set forth in Section 2 of this lease agreement.

25. **INDEMNIFICATION.** The Operator shall take possession of the premises subject to the usual hazards of operating a farm and assume all of the risks of accidents to the Operator and the Operator's family or agents, in pursuance of the farming operation, and in performing repairs or improvements or other actions pursuant to this lease. The Operator agrees to indemnify, defend, and hold harmless the Owner against any liability and/or pay for any and all damages, losses, or expenses incurred by the Owner in connection with leased premises, beyond that covered by insurance due to Operator's negligence or failure to perform the terms of this lease.

The Owner agrees to disclose in writing to the Operator the existence of all known wells, underground storage tanks, hazardous waste sites, and solid waste disposal sites on the Real Estate. These include: _____

_____

26. **MINERAL RIGHTS.** The Owner reserves all rights to any minerals on or underlying the farm.

27. **YIELDING POSSESSION.** The Operator agrees that on termination of the lease, the Operator will yield possession to the Owner without further demand or notice. The premises shall be in as good order and condition as when same were entered by the Operator. Loss by fire, tornado or other forces beyond Operator's control and ordinary wear and tear are excepted. If the Operator wrongfully withholds possession of the premises after the date of termination, the Operator shall pay to the Owner $ _____ for each day the Operator remains in possession thereafter as liquidated damages.

28. **NO PARTNERSHIP.** It is understood and agreed that this lease shall not be deemed to be nor intended to give rise to a partnership relation.

29. **OTHER PROVISIONS.** Other provisions to this lease agreement are listed below:

30. SIGNATURES. We agree to the terms and conditions of this lease.

Grant M. Moore	Tom Smith
Operator (SIGNATURE)	Owner (SIGNATURE)
Grant M. Moore	Tom Smith
Operator (PRINT NAME)	Owner (PRINT NAME)
1-6-2017	1-6-2017
Date	Date
Shirley M. Moore	—
Operator (SIGNATURE)	Owner (SIGNATURE)
Shirley M. Moore	—
Operator (PRINT NAME)	Owner (PRINT NAME)
1-6-2017	1-6-2017
Date	Date
—	ABC Farming Corp - Tom Smith
For (BUSINESS ENTITY)	By (OWNER'S REPRESENTATIVE)
567 4/5th Avenue	1234 56th St.
New Town, IA 50XXX	Old Town, IA 500XXX
Address	Address
515-678-XXXX	515-345-XXXX
Telephone	Telephone
gmm@newtown.com	tsmith@abcfrm.com
Email	Email

Optional Notarization (OPERATOR)

STATE OF IOWA, COUNTY OF POCAHONTAS ss:
This record was acknowledged before me this 6TH day of January, 2017, by
_____.

_____
Signature of Notary Public

Optional Notarization (OWNER)

STATE OF _____, COUNTY OF _____ ss:
This record was acknowledged before me this _____ day of _____, _____, by
_____.

_____
Signature of Notary Public

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