

News Column

Stacy Campbell

K-State Research & Extension

November 18, 2016

Getting it in Writing – Agriculture Leases

The last time farmers and ranchers in Kansas were surveyed, over two thirds of all crop and pasture land was leased and most producers had at least three landlords that they deal with. Needless to say there are lots of different lease arrangements, and many factors to consider and places where misunderstandings can happen. Additionally, many leases are still oral leases that are “signed” with a handshake.

One of the best ways to create a better understanding between tenant and landlord in most cases is to have a written lease. Having a written lease causes many topics to be discussed that otherwise might not. These would include, but are not limited to:

The proper names of the parties involved

Date the lease agreement is entered into; an accurate description of property- preferably a legal description

Hunting/fishing rights

Recreation access

Payment due dates

Termination procedures

Allowing or prohibiting subleasing

What happens in case of the sale of the premises?

If tenant makes permanent improvements, how will tenant be compensated?

If tenant establishes perennial crops, how will tenant be compensated?

Will aggressive soil improvement by tenant be compensated when the lease terminates?

What improvements made by the tenant will be removable?

That the tenant must perform his or her duties under the lease with ordinary care and skill

If a dispute arises about the terms of the lease, how will the conflict be settled?

The renewal of the lease

In addition to the previously mentioned items a written pasture lease for example can spell out responsibilities of both parties in regards to:

Care of fences

Noxious weed control

Water supply maintenance

What if the pond dries up during the lease period?

Grazing capacity restrictions and beginning and ending date of grazing season. Will maximum number of livestock be fixed or will it be based on weather and growing conditions?

A bonus of a written lease is that it documents the terms of the business relationship in case the contract is questioned, which can be especially important if the land changes hands.

Obviously, it is not necessary to have a written lease in order to have good communication between tenant and landlord but it can be helpful in spelling things out and avoiding misunderstandings and hard feelings. There may be some cases when introducing the possibility of implementing a written lease might damage the business relationship. Regardless of whether you have a written lease or not, make sure those lines of communication are kept open.

K-State Research & Extension has a publication on “Kansas Agricultural Lease Law”, C-668 that is a helpful reference. If you have questions about leases or leasing, contact your local K-State Research & Extension County Office.

Also you can make plans to join us at an **Ag Lease Laws & Recreational Lease Workshop** coming up on Wednesday, December 7, 2016 from 1 to 3:30 p.m. in the Ellis County Extension Office back meeting room located at 601 Main Street in Hays. The program is free to attend but RSVP is appreciated by Monday, December 5th; call 785-628-9430 or email Theresa at tam3@ksu.edu

Forrest Buhler, Kansas Agricultural Mediation Services staff attorney, will begin the program by discussing specific Kansas laws on renting pastures and cropland. Afterwards Forrest will discuss Kansas fencing laws and how to work through fencing considerations with neighbors, landlords, and tenants.

Following the first presentation Nate Gilbert, a native of central Kansas will share the in’s and out’s of recreational leases. Nate is a lawyer who specializes in hunting, wildlife, and multiuse land leases across Kansas and Colorado.

To learn more about agricultural leases, laws, and recreational opportunities come join us on Wednesday, December 7, 2016 from 1:00 to 3:30 pm.