NORTH CENTRAL
FARM MANAGEMENT
EXTENSION COMMITTEE

Beef Cow Rental Agreements For Your Farm

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Beef Cow Rental Arrangements For Your Farm

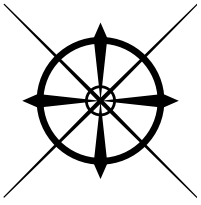
Managing risk is required for many farm enterprises to be profitable and sustainable. Leasing assets, rather than purchasing them, is a form of risk management as it typically requires less capital. Leasing or sharing arrangements between farm operators and property owners have long been used to acquire control of land. In recent years, leasing has become more common for machinery and livestock. Contractual arrangements — such as livestock leases — can be crafted to lend or transfer capital, while also sharing risk. The terms of the agreement depend on the contributions of the owner and operator, as well as the motivation for the lease. A lease agreement may be part of a plan to transfer livestock ownership to a second generation, the means for an older owner to compensate a livestock operator, or simply an alternative form of accessing capital. A pasture owner may also use a livestock lease agreement to generate income without committing labor or additional capital.

Through share lease arrangements, the livestock owner typically shares the production risks, expenses, and returns with an operator. While the owners may give up some of the risk, they may also give up some of the decision-making power. In developing a lease, owners and operators generally want an arrangement that is equitable to both parties. For a successful relationship between the owner and operator, the following elements should be present:

- The owner and operator must be willing to risk some capital.
- The owner and operator should have mutual trust and confidence in each other.
- The operator must convince the owner that he or she has the managerial ability, honesty, and integrity to capably manage the livestock enterprise.
- The operator must be confident that the owner will deal fairly and honor the contract arrangements for shared returns.

The cow owner may want to check references of the operator, and the operator may want to investigate the owner's reputation to assess if this is somebody they want to do business with. The owner should compare the return on investment in livestock, fences, and buildings with alternative investments to make an informed decision relative to business and personal goals.

A key principal to remember when developing a cow herd lease is to KEEP IT SIMPLE! It is recommended that a beef cow lease only involve the beef cows and bulls. While the leasing of other items such as pasture, hay land, and machinery can be part of a cowherd lease, leasing them in a separate agreement provides better flexibility to deal with changing conditions over time. The time and effort spent developing a simple, straight forward, and equitable arrangement in the beginning will be rewarded with better relations between owner and operator and a more efficient beef-cow enterprise.



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Livestock Lease Terms

The owner and operator should communicate clearly their expectations for the arrangement. The lease should be a written contract which is agreed upon by both parties and should note for instance whether or not a partnership is intended as there are legal implications. A sample lease form accompanies this publication (NCFMEC-6A). The arrangement can be simple, but it should cover all the important points. The agreement should include the names and addresses of participants, and it should answer the following questions:

- When does the agreement start? How long does it run?
- Is it automatically renewable? Note that while an automatic renewal may seem appealing, it should not substitute for ongoing communication between parties.
- When and how is termination notice given? What are grounds for termination?
- When will the agreement be annually reviewed?
- Which party provides for and pays for feed, water, care, veterinary services and medicine, fencing, etc. and what share does each provide? Fencing may not be an issue if pasture is leased separately but it should be discussed so all parties know their obligations.
- What is the share of the output for each party? How are calves priced if one party buys calves from the other?
- When and where is the share of output divided?
- How are cull animals disposed of and when does culling occur? Who receives the income from culls?
- Who provides replacement breeding livestock? Is there a separate agreement for growing replacement heifers?
- What determines the acceptable amount of death loss for each party? How is death loss documented?
- Who provides bulls? What type and quality of bulls (or semen) are used?
- Are cows insured? Who carries the insurance?
- What facilities are used?
- Are there special requirements/needs regarding feeding/handling of cows or calves?
- Are incentives provided for doing a "good" job? Are penalties assessed for doing a "poor" job?
- What records are kept? How are animals identified?
- How are extenuating circumstances (such as drought, blizzard, or major health problems) that are not the fault of the operator handled?
- What limits, if any, are placed on the activities of the operator? For example, can the operator add other cattle to the owner's herd?
- How are disagreements settled? Is there a way for either party to get out of the agreement?
- If the owner terminates the agreement prior to the agreed-upon end point, how is the operator compensated for expenses up to the date that the cows are removed from the producer's premises?

If land is part of the agreement, these additional questions should be addressed:

- How many acres of land and what type of pastures and crops are included? (Include legal descriptions, if possible.)
- What is the expected stocking rate?
- Who is responsible for pasture maintenance and upkeep expenses (e.g., fences, noxious weed control, water systems)?
- Are improvements needed in buildings or facilities? If so, who will pay for them?

Share versus Cash Lease Agreements

Leasing beef cows on a share basis can have advantages for both parties (see Table 1). Some of the factors that need to be determined for a share-leasing arrangement to be equitable are:

- Costs to be included.
- Cost of resources contributed by each party and costs to be shared.
- Percent of costs contributed by each party.
- Quality of cattle furnished.
- Methods for valuing inputs and products.
- How death losses or other adverse outcomes will be shared.

As a rule, share arrangements are considered equitable for the parties involved if the value of the shares received (i.e., income) reflects a similar share of the value of contributions made (i.e., costs). That is, income is shared in the same proportion as costs are contributed. It is best if an owner and operator can work together in determining their respective contributions. They might work independently at first, then meet to share their estimates and negotiate final terms of the agreement.

Cash leasing is common with pasture, less so for crop ground and less yet for livestock. However, some people may want to consider a livestock cash lease. For the cash lease, the cow owner furnishes a set of bred cows and/or heifers and possibly bulls to the operator for a set period of time for a predetermined lease price. The operator receives the livestock, cares for and manages them, keeps the calf crop, and returns the cows to the owner at the end of the lease. The lease may be for one or more years. In a multi-year agreement, the cow owner is responsible for providing replacement cows, or the leased herd could become smaller and smaller over the years from death loss and cull sales. A cattle owner wanting to exit the business typically will not provide replacement cows; rather the operator will provide replacements and thus over time the ownership of the herd will transition between the two parties.

Table 1. Advantages of Share and Cash Lease Agreements to Different Parties

Share Lease Advantages to Livestock Operator:	Share Lease Advantages to Livestock Owner:
• Makes use of working capital without tying up capital for breeding stock.	• Allows an owner to maintain a breeding herd, even though labor is not provided.
• Shares the risk of the operation with the owner.	• Provides a source of rental income.
• Obtains capital over and above the limits of credit agencies.	• Provides an opportunity for returns on capital investment.
• Allows borrowing of capital at a fair rate of interest. (This assumes the lease is equitable!)	• Provides a means of transferring ownership over a period of time.
• Permits an increase in the volume of business.	• Has possible income tax and social security advantages.
• Helps the beginning operator get started in livestock production.	
• Provides more efficient utilization of labor if the operator is underemployed.	

Cash Lease Advantages to Livestock Operator:	Cash Lease Advantages to Livestock Owner:
• Generally provides the operator full control and responsibility for management.	• Provides a fixed income without any operating expenses.
• Allows the operator to benefit from above-average prices and production.	

Additional details need to be agreed upon before a lease is signed. Some of these are the condition of the cows when returned, breeding program to be followed, death loss allowed, and vaccination program/veterinary cost for the cows. If the lease is for one year only, the cow owner would typically furnish the bull(s) because the operator would not have any benefit from the next year's calf crop. If the lease is for more than one year, the operator is more likely to provide the bull(s) to control the genetics of the next calf crop.

Table 1 highlights some of the advantages to the livestock operator and owner of the different types of leases. Tax considerations may also play a role. If the cow owner leases the cows and receives a base cash rate, he or she will not be subject to self-employment tax on that income. However, a cow owner who shares a portion of the production risk will be subject to self-employment tax on the income received. Production risk occurs if the owner's returns are a portion of the calf crop or if the owner shares a role in the management of the cow herd. The IRS defines the management role as material participation and considers the cow owner to have "materially participated" if:

1. The producer does any three of the following activities:
    a Inspects production activities (e.g., calving or feeding). Inspecting property or improvements does not count.
    b Consults with the operator about production of the cow enterprise.
    c Furnishes at least half (maybe less under some circumstances) of the tools, equipment, and livestock used in the enterprise.
    d Shares at least half (maybe less under some circumstances) of the production expenses.
2. The cow owner regularly and frequently makes decisions that significantly affect the success of the farm operation.
3. The cow owner works at least 100 hours spread over five or more weeks on activities connected to the cow enterprise.
4. Even if the cow owner does not meet 1, 2, or 3, when considered together, his or her activities may be enough for a ruling of material participation.

Because material participation is somewhat difficult to define, the cow owner should consult with a tax advisor if tax consequences are important for their situation.

Developing Equitable Share Arrangements

Generally, the percent of profits each party receives is based on his/her contributions to the enterprise. If the income is divided in a way that does not match each party's contribution to the enterprise, for instance, in a generational transfer of assets, it is essential that the owner and operator agree upon the terms. Because of the differences in individual farms and items furnished, the contributions in these arrangements may appear similar when, in reality, they may vary a great deal. Some of the differences may include one or more of the following:

1. *Quality of cattle furnished.* A party who furnishes $3,000 cows contributes twice as much per cow as one who furnishes $1,500 cows. Selling a 6-month-old bull calf for $2,000 contributes much more to the receipts than selling a steer for $1,000.
2. *Labor.* A party who furnishes the labor for growing all the feed and providing the temporary pasture furnishes much more than one who just feeds protein supplements to a cowherd. This can be accounted for by valuing contributed raised feed at market value. The labor requirements on timber pasture are higher than open pasture.
3. *Pasture.* The value per acre of pasture varies widely. What is important is the pasture cost per cow (which also can vary).

4. *Machinery and equipment*. The value of the machinery and equipment depends on the acres of hay and pasture produced, the amount of roughage harvested and transported, and the quality of handling facilities contributed. As with feed, if hay is valued at market price, it presumably covers cost of production, including machinery and equipment costs as well as labor and management. Machinery costs for feeding cattle can also vary considerably based upon type of feed, number of cows fed with equipment, and age/quality (i.e., value) of equipment.

Some production expenses, such as veterinary care and drugs, may be shared. Because these costs affect cash flow and profitability analyses, they should still be considered in the overall analysis of enterprise profitability (even though they do not affect the relative contributions of either party when shared in the same proportion as income).

The leasing agreement should be evaluated occasionally to assure an equitable arrangement over time. Fluctuating prices can cause the proportion of contributions to shift. This could be caused by changes in interest rates, feed costs, value of breeding stock, or labor and management costs.

An infinite number of possible arrangements for sharing the income generated from the contributions of livestock, land, and the other resources are possible. Therefore, it is important that both parties itemize their contributions and the expected values associated with those contributions.

Determining Costs to be Included

Actual farm records are an excellent place to start when determining the basic input items and costs that should be considered when developing a beef-cow lease. Standard budget worksheets (Worksheet 1) or computer programs can be used to help identify relevant costs and organize the costs for the required calculations. Many state Extension services offer budgets that may serve as a resource (see http://www.agrisk.umn.edu/Budgets/ for links to many state sites). Standardized Performance Analyses summaries offer benchmarks for production as well, particularly representing the southern Plains states (http://agrisk.tamu.edu/agrisk/beef_cow_calf/index.php). These are especially helpful when working out a lease agreement for the first time.

Cow herd costs can be calculated either for the whole herd or on a per cow basis. Total herd figures are sometimes easier to obtain from farm records, but the parties must be sure cost items are based on the same number of cows as will be in the lease. For this reason, it is often recommended that costs be calculated on a per cow unit basis. A cow unit is the cow, her calf, her share of the bull, and her share of a replacement heifer when replacements are raised within the lease. For example, if there are 100 cows in the herd and both the owner and operator agree that 15 heifers need to be retained each year, then the development costs for the heifers should be entered into the cow unit-cost budget, where the per-heifer cost is multiplied by 15% (i.e., 15 heifers divided by 100 cows). Likewise, the costs associated with bull ownership and care should be adjusted by the bull-to-cow ratio.

Estimates of annual fixed costs for assets such as breeding stock, buildings, machinery and equipment can be approximated using the following steps:

Average investment = (original cost + salvage value) ÷ 2

Annual depreciation = (original cost – salvage value) ÷ years of useful life

Annual interest = average investment × interest rate

Annual insurance = average investment × insurance rate

Annual taxes = average investment × personal property tax rate.

Note that depreciation is not based on tax depreciation as tax laws change over time and often allow complete "expensing" of items. Used machinery or equipment would have a shorter useful life than new items. In some cases it may be more appropriate to use a replacement cost or current market value as opposed to original cost in the above formulas. What is important is that the useful life is consistent with the value used. For example, the useful life of a new building will be much longer than one associated with an older building.

A short explanation of each cost item listed in Worksheet 1 may help in arriving at an equitable arrangement.

Livestock Ownership

Interest on the average value of cows represents the investment contribution of the owner. The interest rate used should be between the rate that could be earned if money were invested in other alternatives (opportunity cost) and the current rate for borrowed capital.

Depreciation on cows is a contribution of the owner if he/she is responsible for purchasing or raising the replacements outside of the lease. Total depreciation is the difference between the market value of the cow when she is placed in the herd and her salvage or cull value when she is removed from the herd. To arrive at the annual depreciation, total depreciation is divided by the number of years the cow is expected to remain in the herd. When replacement heifers are raised within the lease, these costs are included in the production inputs so depreciation is not a factor.

Interest and depreciation on bulls are computed in the same way as for cows. The annual cost of the bull is divided by the number of cows served each year to determine the cost to be allocated against each cow. Schedule A can be used to estimate the depreciation and average investment for both cows and bulls.

Taxes on livestock are the amount of personal property tax (if any) on the cows and bulls.

Cow insurance or death loss could be shared if, for example, the operator guarantees a maximum death loss. The cost of insuring the cow is typically used, but death loss can be substituted when the contributing party "self insures" (i.e., does not buy insurance). Do not include both if death loss is reimbursed by insurance. Cow insurance or death loss is usually computed at 0.5 to 1.0 percent of the average value of the cow.

Machinery, Equipment and Buildings Used in the Livestock Enterprise

Interest and depreciation on buildings, machinery and equipment used in the livestock operation is a contribution of the party who owns the property. One alternative for valuing the contribution is to use the rental rate (for example, cost per hour to rent a tractor), which may work well where markets are established and rental rate information is available. In other cases, it may be appropriate or necessary to calculate annual interest, economic depreciation, interest and taxes on the contributed assets. Assigning a proportion of the value of an asset to the livestock enterprise is also required, if for instance, a tractor or trailer is used for other purposes in addition to the cow enterprise.

The value of buildings, machinery and equipment used in the beef-cow enterprise varies from operation to operation.

Schedules B and C can be used to estimate the machinery, equipment and building investment used in livestock production. Livestock machinery and equipment would include tractors, wagons, trucks, trailers, loaders, manure spreaders, big bale spears, hay feeders, feed bunks, mineral feeders, and handling facilities used in feeding, handling, and observing livestock. Livestock machinery and equipment does not include hay or silage harvesting equipment if crop/hay contributions are valued using market prices.

Taxes and insurance on buildings and equipment are the costs for taxes and insurance incurred against property used for livestock during the year. These costs typically range from 1 to 2 percent of the current value of buildings and equipment.

Repairs on buildings and equipment are the costs of maintaining buildings, equipment, and fences used for livestock production. Repairs typically average 2.5 to 4 percent of new costs on an annual basis.

Pasture

The land charge for pasture can be calculated two ways: a) landowner's ownership costs or b) cash rental value. Ownership costs include a return on land investment plus real estate taxes. The cost of fencing, gates and watering systems may be included in the land investment when being used in the livestock enterprise. A fair market value for agricultural purposes is placed on the land and multiplied by the long-range rate of return to land (typically 1 to 4 percent) to calculate the annual contribution. Real estate taxes are actual costs; however, they may be accounted for in the rate of return and thus it is important to not double count them. The rental value for the landowner is the amount for which the property could be rented to someone else. If the land is being rented by the party providing it, then the contribution is the actual cost of rent. Rental rates may be quicker and easier to use if there is an established market for pasture in the area. Schedule D can be used to calculate the number of acres of pasture needed per cow unit. For more information on pasture leases, see NCFMEC-03, "Pasture Rental Arrangements for Your Farm".

Feed and Other Expenses

Software tools may be useful in determining appropriate combinations of forage, hay and feed to meet the cow's nutritional needs under different pasture situations and feed/hay pricing environments (for example, see http://beefextension.com/files/Cowculator%202%200.xls). Hay, silage, and other raised feed should be valued at long-run market prices when estimating contributions for a multiple year lease. However, if the lease will only be for one year then it may be more appropriate to use current market prices. Market value is the price that could be received if the product is sold instead of used on the farm. Cost of production can be used in a whole farm lease agreement; however, market values are generally used because they are simpler to calculate. It is recommended that long-run market values be used for all raised feed for the beef cow herd share agreement. NOTE: If hay, silage, and/or grain raised under a separate crop-share lease arrangement is fed, the landowner needs to receive credit for his or her share. If both parties contribute to the cost of producing feed, each party should receive credit for his or her contribution. For example, one party may furnish land for hay production and the other party may furnish machinery and labor. However, as stated previously, the cow herd lease arrangement will be much more straightforward with fewer potential complications if other leased assets (e.g., pasture, hay ground, crop land) are handled with a separate agreement.

Protein and mineral supplements should be valued at cost. It is generally recommended that protein and mineral be furnished by the same party providing the hay and forage so there will be no conflict concerning winter rations.

Veterinary and drug expenses may be contributed by either party, or they may be shared the same as the income is shared. When shared the same as income, they are not factored into calculations for determining the equitable shares. (See section on shared and unexpected expenses.)

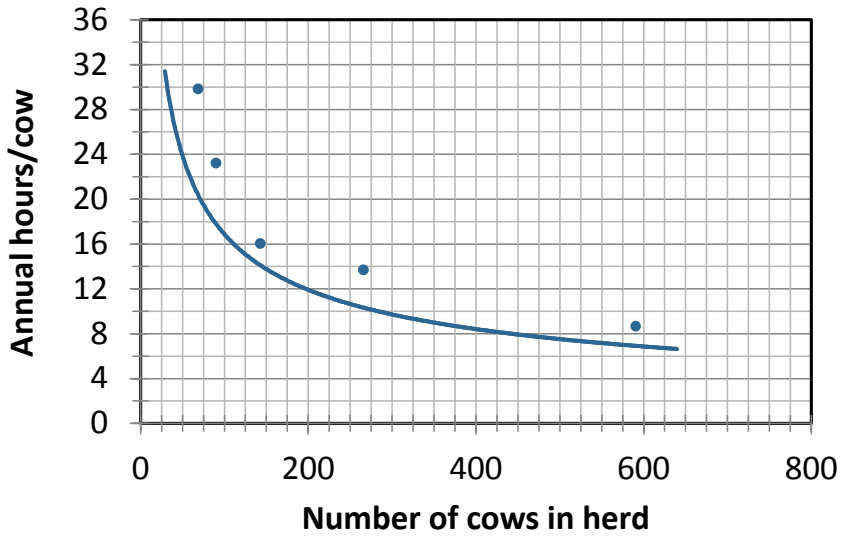
Fuel and oil costs would be for feeding, hauling, and observing livestock.

Truck expenses, including repairs, license, insurance, interest, and depreciation, should be prorated to the cow herd if the truck is not included in the livestock machinery and equipment. Hired trucking and marketing generally are shared, because they are often deducted from sales.

Utilities and miscellaneous costs should include water charges, electricity, telephone, postage, dues, and registration fees that are chargeable to the cow herd.

Labor is a contribution of the party providing it. If labor is hired, the expense is the actual cost to the party who pays for it. If labor is furnished by one or both parties, then labor should be valued at the going rate as though it had been hired. Labor required per cow per year will vary with the size of the herd. Large herds will require around 6 hours per cow per year while per cow requirements for smaller herds may be substantially higher (see Figure 1). An additional allowance would be required if replacements are raised within the lease rather than purchased.

Figure 1. Estimated labor requirements for beef cowherds



Source: USDA ERS, EIB #73, McBride and Mathews, March 2011

Management of the cow herd typically will be the responsibility of both parties. The owner of the cows should decide, in consultation with the operator, which cows to cull and which heifers to keep for replacements. The owner, along with the operator, should decide on bulls to use that will maintain or improve the herd quality. The operator should be responsible for the day-to-day decisions involved in managing the cow herd to produce maximum returns. Management can be valued at 0.5 to 1.0 percent of capital managed or 5 to 10 percent of value of annual production. Schedule E can be used to calculate a management charge. Because management is difficult to define, and because both parties provide management, this contribution is often excluded from the calculations in determining equitable shares.

Shared and Unexpected Expenses

Sharing the cost of production-increasing inputs in the same percentage as the value of production encourages the parties to use the optimal amount of the input so as to maximize net returns to the total business operation. Examples of production increasing expenses include, but are not limited to, antibiotics, implants, and creep feed. Even though shared expenses do not affect relative contributions, they should be calculated for a total cost estimate that can be used for cash flow and profitability analysis. These costs can be entered on Worksheet 1.

Unexpected expenses such as additional feed during a blizzard or drought, catastrophic health problems, and other irregular items should be shared, because they are periodic and hard to predict. If shared, unexpected expenses do not change the percent contribution of either party when they occur.

Total Costs

Total costs reflect the combined contributions of both parties. The number may lead to concern by lease parties about the profitability of the cow herd operation, which is a risk each party assumes. If gross returns per cow exceed total costs per cow, each party will get full value for all costs plus a "profit." If gross returns are less than total costs, then each party will not receive full value for their contribution. However, this does not necessarily mean that each party does not benefit from the operation. Livestock owners may realize benefits such as capital gain advantages and pride of ownership. Livestock operators may be able to use hard-to-market feed and off-season labor.

Determining Contributions of Each Party and Percent Contributed

After the annual contribution for all production inputs is determined (Worksheet 1, total column), costs are allocated to the party who contributes each particular input (owner and operator columns). If a certain input factor is provided by both parties, it is divided between them. Worksheet 1 can be expanded to include more than two parties if needed. As noted earlier, the value of homegrown grains and forages raised on land owned by one party and farmed by the other party are prorated based on the crop-share agreement. When the allocations are completed, the inputs are added to determine the total contribution by each party.

To determine the percent contributed by each party, divide the amount contributed for each individual party by the total contribution of all parties. Expenses to be shared should be shared in these same percentages.

Determining Income

Value of production is shared in the same proportion as costs are contributed. Value of production may or may not be the same as sales. When replacement heifers or cows are purchased or provided from other sources outside the lease, value of production equals total calf sales. Calf sales are shared based on the percent contribution. However, when replacement heifers are retained and not sold, their estimated value plus calf sales equals value of production. Total value of production is shared based on the percent contribution.

The method of providing replacement cows or heifers has a major impact on items that are considered as contributions and on how cash income is shared. In all cases, cull bull income would go to the party that provided the bull(s). When replacement females are provided by the owner and not raised as part of the lease, depreciation and death loss are part of the owner's contribution; when replacements are raised as part of the lease, depreciation and death loss are not part of the owner's contributions, leading to a smaller share of contributions unless other adjustments are made. Table 2 highlights several ways of calculating contributions and sharing income for alternative ways of how replacements are handled in the lease (also described in more detail in notes that follow).

1. *Replacements are purchased by the owner.* All calves are sold and proceeds are split based on contributions. Cull cow sales go to the owner and the owner provides replacements. This is the simplest and most clear-cut method.

2. *Replacements are kept but raised in a separate operation.* A market value is placed on the replacement heifers as if they were sold. When the remaining calves are sold, 1) the operator and owner share all calf sales, and the owner purchases the operator's share of the replacement heifers; or 2) the operator receives a higher percentage of cash sales because the cow owner receives the replacement heifers as a share of income. In either case, the operator's income equals operator percentage share times the sum of cash sales and the value of replacement heifers. The cow owner would receive all cull cow income, would own the replacement heifers, and be responsible for the cost of growing them to maturity.

3. *Share value of production of calves (calf sales plus value of replacement heifers).* This method is the same as method 2 except the cow owner's share of contribution and receipts would be smaller. Owner's cost would be lower because the cost of growing the replacement heifers is included in contributions. The cow owner would own the replacement heifers and would receive all cull cow sales.

4. *Share all sales.* All calf and cull cow sales would be shared based on percent contribution. Cow sales are substituted for the value of replacement heifers. This method is simpler and works well when cull cows are about equal in value to heifers and the size of the herd stays the same. The owner has less capital gain sales and more ordinary income for tax purposes.

Table 2. Income Sharing Arrangements with Alternative Ways of Handling Replacements

	Replacements Purchased by Owner (from outside source)		Replacements Retained but Raised in a Separate Operation	
	Operator	Owner	Operator	Owner
Contribution to lease (costs)				
Cow depreciation	0%	100%	0%	100%
Cow interest	0%	100%	0%	100%
Cow death loss	0%	100%	0%	100%
Replacements	0%	100%	0%	100%
Income from herd				
Calf sales	% based on contributions	% based on contributions	% based on contributions	% based on contributions
Cull cow sales	0%	100%	0%	100%
Heifers retained for replacement	N/A	N/A	% based on contributions[1]	% based on contributions[1]
	Replacements Raised Within Lease with Value of Production Shared		**Replacements Raised Within Lease with Value of Cash Sales Shared[3]**	
	Operator	Owner	Operator	Owner
Contribution to lease (costs)				
Cow depreciation[2]	0%	0%	0%	0%
Cow interest	0%	100%	0%	100%
Cow death loss	0%	100%	0%	100%
Replacements	% based on contributions	% based on contributions	% based on contributions	% based on contributions
Income from herd				
Calf sales	% based on contributions	% based on contributions	% based on contributions	% based on contributions
Cull cow sales	0%	100%	% based on contributions	% based on contributions
Replacement heifers	% based on contributions[1]	% based on contributions[1]	N/A	N/A

[1] Heifers that are retained for replacement would be valued at the time of other calf sales with the owner purchasing the operator's share. Owner is responsible for the costs of growing replacement heifers to maturity.
[2] There is no depreciation on cows in a cowherd that includes the costs of raising replacement heifers (i.e., the average age of the cowherd is constant over time).
[3] This arrangement works best when the value of a cull cow is approximately the same as a heifer calf.

A beef-cow share-leasing arrangement that is ***fair***, ***equitable***, and ***simple*** can be very satisfactory for all parties. The worksheets in this bulletin and supporting schedules can be used to determine the value of contributions and percentages for sharing income. A companion computer spreadsheet (KSU-BeefCowLease.xls) is also available that can be used to estimate the equitable share rent and cash rents. The Excel spreadsheet is available at www.AgManager.info/Tools/default.asp#LIVESTOCK or the AgLease101.org website. (A similar tool, File C2-36, is available on the Ag Decision Maker website)

Cash Leasing Beef Cows

Under certain conditions, renting cows for cash might be preferable to a share arrangement. For example, a farmer/rancher contemplating retirement might be interested in renting out his or her cows. A young farmer, limited on capital, might be interested in renting extra cows to utilize pasture. In either case, neither party may be interested in renting for long periods of time. The same information used to determine the value of contributions under a share arrangement is used to determine cash rent desired and an ability to pay rent. Compensation is expected for a return on investment, depreciation, taxes, and death losses. The prospective renter should estimate the returns from a cow (or herd) to determine how much rent could be paid.

Determining the Cash Rental Rate

Cash rental rates can be determined three ways:

1. Livestock ownership costs. Ownership costs are the same as discussed in the share lease section. They are depreciation, interest on investment, insurance or death loss, and personal property taxes, if any. Section 2 of Worksheet 2 can be used to calculate ownership costs.

2. Livestock owner net share rent. Net share rent for the livestock owner is the owner's share of value of production less shared expenses and a risk adjustment. The net share rent is adjusted for risk because the owner no longer has any production or price risk (Worksheet 2, Section 2).

3. Operator's net return to livestock. Operator's net return to livestock is the value of production minus the operator's production expenses. The net return to livestock represents the most an operator could pay given the estimated costs. Worksheet 2, Section 3, can be used to calculate the operator's costs and net return to livestock.

Evaluation of the three rates can provide an opportunity for discussion and negotiation to determine an acceptable cash rental rate.

Cash rental rates need to be reevaluated on a regular basis. Cattle prices can change significantly from year to year, changing the return to fixed assets. Because risk is not shared between owner and operator, the lease may need to be re-evaluated or changed to a share arrangement.

Leasing Bulls

Another way for the cow owner to reduce expenses is to lease, rather than own, a bull. The producer must compare the costs and benefits of leasing a bull with owning a bull. Leasing eliminates the capital expenditure of purchasing a bull. The cost of purchasing a bull depends on the cattle market and quality of the bull. Most bull owners in the leasing business charge $700 or more per breeding season.

A leased bull is generally only kept during the breeding season, so operating costs are reduced. For example, the cost of feeding a bull is estimated at $350 per year. The costs of veterinary and medicine, marketing, and death loss (1 percent) approximate $35. Labor is estimated at about $45 per year, resulting in total cash costs of $430 per bull per year.

Another cost of owning a bull is depreciation and interest. Table 3 gives an example of the costs of depreciation and interest on average investment for a bull depreciated for three and four years using a 5% interest rate and $2,000 salvage value with different purchase prices.

Table 3. Annual Cost of Depreciation and Interest on Investment for Alternative Bull Purchase Prices and Years of Use ($2,000 Salvage Value and 5% Interest Rate)

	Bull Purchase Price		
	$3,000	$4,000	$5,000
Own for 3 years			
Depreciation	$333	$667	$1,000
Interest	$125	$150	$175
Total	$458	$817	$1,175
Own for 4 years			
Depreciation	$250	$500	$750
Interest	$125	$150	$175
Total	$375	$650	$925

The cow owner must also consider how leasing a bull could affect the health of their herd. Leasing virgin bulls is ideal to ensure that a venereal disease such as vibriosis or trichomoniasis is not introduced into the herd. This may not be an option, so owners should consult a veterinarian to ensure that leased bulls are healthy.

If they have adequate capital and a large cowherd over which to spread operating costs, producers may want to own one or more bulls to ensure they have a quality bull for use each season. There is also the benefit of the salvage value when the bull is sold.

Putting the Agreement in Writing

A written agreement offers a number of advantages:

- It encourages a detailed statement of the agreement that assures a better understanding by both parties.
- It serves as a reminder of the terms originally agreed upon.
- It provides a valuable guide for the heirs if either the operator or livestock owner dies. The agreement should be carefully reviewed each year to ensure the terms of the agreement are still applicable and desirable.
- It serves as documentation for tax purposes.

Every lease should include certain items. These are the names of the parties involved, an accurate description of the property being rented, the livestock lease terms described earlier and the signatures of the parties. Absent a statutory or constitutional limitation, the duration of the lease can be any length of time agreed upon by the parties. Most leases are for at least one full year. Operators sometimes request leases for more than one year, particularly if they must invest more capital in equipment or improvements needed.

The lease also needs to clearly specify ownership of the cattle. Sometimes, a lessee may have a loan secured by his or her cattle. However, the definitions of "cattle" in the loan documents may be so broad as to include all cattle possessed by the rancher. As a result, the owner of leased cattle runs the risk of his or her cattle being seized and sold if the lessee defaults on his or her loan obligations. To minimize this risk, the lease document needs to be very clear that (1) title to the leased cattle remains with the lessor, (2) the lessee will take whatever steps are necessary to prevent the leased cattle from becoming "collateral" for any of the lessee's debts, (3) the lessee will reimburse the lessor in the event of any seizure and sale of the lessor's cattle, and (4) the lessee will not brand, mark, or identify the leased cattle in any way that could cause them to

be mistaken for the lessee's own cattle. The lessor should also take care to brand, tag, or otherwise identify the cattle with his or her own marks before turning over possession of the cattle to minimize these risks.

In general, most transactions involving real estate require a contract in writing to be enforceable. In most states, oral leases for not more than a year are enforceable. Because specific legal terms surrounding leasing vary from state to state, livestock owners and operators are encouraged to check with their local Extension service or a knowledgeable lawyer as to the specific laws for their state. As a practical matter, though, it is always a good idea to put the agreement in writing, regardless of its duration. Putting an agreement in writing helps both parties understand their rights and duties and can help resolve many disagreements before they even start.

Livestock owners, as well as operators, should enter long-term leases only after very careful consideration — a lease contract "marries" parties to undesirable and desirable provisions alike. Often, it is better to include a provision for buy-out terms or compensation for unexhausted improvements made by one party rather than to have a long-term lease that fixes terms for an extended time period. One of the functions of a written lease is to anticipate possible developments and to state how to handle such problems if they actually do develop.

Conclusion

A cow share lease is a prime way for a cow owner and operator to pool their land and livestock resources. If the arrangement is properly laid out ahead of time, the lease can help each party share production risk. The lease should be a written document and cover all costs of production as well as possible situations that could arise during the duration of the contract. The parties entering into the arrangement should clearly define their expectations with respect to sharing of costs and receipts. The cow owner and operator should choose an arrangement that best matches their resources and desired returns.

For additional references, see the North Central Farm Management Extension Committee Website at: http://AgLease101.org/

Worksheet 1. Beef Cow Share Lease Agreement Worksheet – Per Cow*

☒ **Replacements Purchased or Raised Outside of Lease** ☐ **Replacements Raised within Lease**

Livestock Investment (Schedule A)	Total	Contribution: Operator	Contribution: Owner
Depreciation[A] (do not include cow depreciation if replacements are raised within the lease):			
Cow	$ 100	$	$ 100
Bull	$ 10	$	$ 10
Interest:			
Cow $ 1,400 average investment × 6 % interest =	$ 84	$	$ 84
Bull $ 100 average investment × 6 % interest =	$ 6	$	$ 6
Taxes and Insurance:			
Cow $ 1,400 average investment × 1 % rate =	$ 14	$	$ 14
Bull $ 100 average investment × 1 % rate =	$ 1	$	$ 1
Cow Death Loss:			
$ 1,400 average investment × 1 % rate =	$ 14	$	$ 14
Subtotal	$ 229	$	$ 229
Livestock Machinery, Equipment and Building Investment (Beef Cow Share) (Schedules B & C)			
Depreciation on machinery[B]	$ 21	$ 21	$
Interest on machinery:			
$ 162 average investment/cow[B] × 6 % interest =	$ 10	$ 10	$
Taxes and insurance on machinery:			
$ 162 average investment/cow[B] × 0.5 % rate =	$ 1	$ 1	$
Depreciation on buildings[C]	$ 9	$ 9	$
Interest on buildings:			
$ 85 average investment/cow[C] × 6 % interest =	$ 5	$ 5	$
Taxes and insurance on buildings:			
$ 85 average investment/cow[C] × 0.5 % rate =	$ 0	$ 0	$
Subtotal	$ 46	$ 46	$

(Worksheet 1 continued on next page)

*All values are rounded to the nearest dollar in the example presented in this worksheet.

NOTES

EXAMPLE WORKSHEETS

Worksheet 1. Beef Cow Share Lease Agreement Worksheet – Per Cow* (Cont.)

Pasture, Feed and Other Expenses (List only if not shared the same as income)

	Total	Contribution Operator	Owner
a. ☐ Return to Land Investment (1% to 4%)			
Pasture:			
$ _____ per acre × ___ acre/cow unit[D] × ___% return =	$	$	$
b. ☒ Cash Rental Value			
Pasture[D] 6 acres/cow unit @ 18 /acre =	$ 108	$ 108	$
Hay[D] 1.1 tons/cow unit @ 90 /ton =	$ 99	$ 99	$
Silage[D] _____ tons/cow unit @ _____ /ton =	$	$	$
Crop residue[D] _____ tons/cow unit @ _____ /ton =	$	$	$
Grain[D] _____ lbs/cow unit @ _____ /lb =	$	$	$
Protein[D] 194 lbs/cow unit @ 0.2 /lb =	$ 39	$ 39	$
Salt and minerals 42 lbs/cow unit @ 0.21 /lb =	$ 9	$ 9	$
Veterinary, drug, etc.	$ 8	$ 8	$
Breeding costs (AI, breeding soundness exam)	$ 1	$ 1	$
Fuel and oil for feeding, hauling, and observing	$ 13	$ 13	$
Utilities and miscellaneous	$	$	$
Repairs on machinery and equipment	$	$	$
Repairs on buildings and fences	$ 11	$ 11	$
Hauling	$	$	$
Marketing	$ 8	$ 8	$
Insurance	$	$	$
Taxes	$	$	$
Labor: 5.65 hours @ $ 10.25 /hour =	$ 58	$ 58	$
Operating interest: ($ 354 / 2) @ 6 % =	$ 11	$ 11	$
(sum of all other costs excluding management)			
Management[E]	$ 60	$ 50	$ 10
Subtotal	$ 425	$ 415	$ 10
TOTAL CONTRIBUTION	700	461	239
PERCENT	100%	65.9%	34.1%
Shared Expenses			
_____	$	$	$
_____	$	$	$
TOTAL SHARED EXPENSES	$	$	$
Total Contribution + Total Shared Expenses = TOTAL EXPENSE	$	$	$

*All values are rounded to the nearest dollar in the example presented in this worksheet.

[A-E] Lettered superscript designated the supplemental detail schedule that can be used to calculate the input value.

EXAMPLE WORKSHEETS

Worksheet 2. Beef Cow Share Lease Agreement Worksheet – Per Cow

1. Livestock Ownership Cost (Schedule A)

Depreciation[A] (do not include cow depreciation if replacements are raised within the lease):	
Cow	$ 100
Bull	$ 10
Interest:	
Cow $ 1,400 average investment × 6 % interest =	$ 84
Bull $ 100 average investment × 6 % interest =	$ 6
Taxes and Insurance:	
Cow $ 1,400 average investment × 1 % rate =	$ 14
Bull $ 100 average investment × 1 % rate =	$ 1
Cow Death Loss:	
$ 1,400 average investment × 1 % rate =	$ 14
OWNERSHIP COST PER COW UNIT PER YEAR	$ 229

2. Livestock Owner's Net Share Rent

Value of production[E] $ 819 × 34.1% owner share (from Worksheet 1)	$ 280
Less equitably shared expenses per head	$ 0
EQUALS NET SHARE RENT	$ 280
Reduction for risk, net share rent $ 280 × 10 % risk (5 to 10%)	$ 28
NET SHARE RENT REDUCED FOR RISK	$ 252

3. Operator Net Return to Livestock

Value of production[E]		$ 819
Costs:		
Pasture[D]	6 acres/cow unit @ $18 /acre =	$ 108
Hay[D]	1.1 tons/cow unit @ $90 /ton =	$ 99
Silage[D]	_____ tons/cow unit @ _____ /ton =	$
Crop residue[D]	_____ tons/cow unit @ _____ /ton =	$
Grain[D]	_____ lbs/cow unit @ _____ /lb =	$
Protein[D]	194 lbs/cow unit @ $0.2 /lb =	$ 39
Salt and minerals	42 lbs/cow unit @ $0.21 /lb =	$ 9
Veterinary, drug, etc.		$ 8
Breeding costs (AI, breeding soundness exam)		$ 1
Fuel and oil for feeding, hauling, and observing		$ 13
Utilities and miscellaneous		$
Repairs on machinery and equipment		$
Repairs on buildings and fences		$ 11
Hauling		$
Marketing		$ 8
Insurance		$
Taxes		$

(Worksheet 2 continued on next page)

EXAMPLE WORKSHEETS

Worksheet 2. Beef Cow Share Lease Agreement Worksheet – Per Cow (Cont.)

Labor: 5.65 hours @ $ 10.25 /hour =	$ 58	
Operating interest: ($ 354 / 2) @ 6 % = (sum of all other costs excluding management)	$ 11	
Management[E]	$ 60	
Depreciation on machinery[B]	$ 21	
Interest on machinery:		
$ _____ average investment/cow × ____% interest =	$ 10	
Taxes and insurance on machinery:		
$ _____ average investment/cow × ____% rate =	$ 1	
Depreciation on buildings[C]	$ 9	
Interest on buildings:		
$ _____ average investment/cow × ____% interest =	$ 5	
Taxes and insurance on buildings:		
$ _____ average investment/cow × ____% rate =	$ 0	
TOTAL COST		$ 471
AVAILABLE FOR RENT		$ 348

[A-E] Lettered superscript designated the supplemental detail schedule that can be used to calculate the input value.

Schedule A. Breeding Herd Investment Cost Per Cow

Number of cows 50 Number of cows per bull 25

	Beginning Value, $/hd	Salvage Value, $/hd	Years	% to Beef Cows	Depreciation[1]	Average Investment[2]
Cows	$ 1,800	$ 1,000	8	100 %	$ 100	$ 1,400
Bulls	$ 3,000	$ 2,000	4	100 %	$ 250	$ 2,500
Bull depreciation and investment per cow[3]					$ 10	$ 100
TOTAL PER COW[4]					$ 110	$ 1,500

[1] Depreciation per Cow = (beginning value − salvage value) / years × % to beef cows
[2] Average Investment per Cow = (beginning value + salvage value) / 2 × % to beef cows. Market value may be used to represent the beginning value.
[3] Divide bull average investment and depreciation by number of cows per bull.
[4] Sum of the cows and bull per cow values for depreciation and average investment

NOTES

Schedule B. Livestock Machinery and Equipment Investment Per Cow

Machine	Beginning Value, $/hd	Salvage Value, $/hd	Years	% to Beef Cows	Depreciation[1]	Average Investment[2]
Tractor	$ 30,000	$ 20,000	10	12 %	$ 120	$ 3,000
Pickup Truck	$ 35,000	$ 5,000	10	10 %	$ 300	$ 2,000
Hay Feeders	$ 300	$ 0	10	100 %	$ 30	$ 150
Bale Spear	$ 250	$ 0	10	100 %	$ 25	$ 125
Manure Loader	$ 300	$ 0	10	100 %	$ 30	$ 150
Manure Spreader	$ 500	$ 0	10	100 %	$ 50	$ 250
Scraper	$ 300	$ 0	10	100 %	$ 30	$ 150
Gooseneck Trailer	$ 7,500	$ 0	10	60 %	$ 450	$ 2,250
TOTAL for Cow-Calf Enterprise					$ 1,035	$ 8,075
TOTAL PER COW[3]					$ 21	$ 162

[1] Depreciation = (beginning value − salvage value) / years × % to beef cows
[2] Average Investment = (beginning value + salvage value) / 2 × % to beef cows. Market value may be used to represent the beginning value.
[3] Total per cow = total for cow-calf enterprise (sum of column) / number of cows in herd

Schedule C. Livestock and Feed Storage Buildings and Fence Investment Per Cow

Building	Beginning Value	Salvage Value	Years	% to Beef Cows	Depreciation[1]	Average Investment[2]
Barn	$ 5,000	$ 0	20	100 %	$ 250	$ 2,500
Hay Barn	$ 2,500	$ 0	20	100 %	$ 125	$ 1,250
Corrals	$ 1,000	$ 0	20	100 %	$ 50	$ 500
TOTAL for Cow-Calf Enterprise					$ 425	$ 4,250
TOTAL PER COW[3]					$ 9	$ 85

[1] Depreciation = (beginning value − salvage value) / years × % to beef cows
[2] Average Investment = (beginning value + salvage value) / 2 × % to beef cows. Market value may be used to represent the beginning value.
[3] Total per cow = total for cow-calf enterprise (sum of column) / number of cows in herd

EXAMPLE WORKSHEETS

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Schedule D. Pasture Acres and Feed Amounts Per Cow Unit

☒ **Replacements Purchased or Raised Outside of Lease** ☐ **Replacements Raised within Lease**

Pasture	
Acres/cow and calf 5.8 × 1 unit =	5.80
Acres/replacement heifer _____ × _____ % replacement =	
Acres/bull 5.8 ÷ 25 number of cows/bull =	0.23
Total Pasture Acres Per Cow Unit	6.03
Hay	
Pounds/day/cow and calf 24 × 90 number of days ÷ 2,000 =	1.08
Pounds/day/replacement heifer _____ × _____ number of days ÷ 2,000 × _____ % replacement =	
Pounds/day/bull 38 × 30 number of days ÷ 2,000 ÷ 25 number cows/bull =	0.0228
Total Tons of Hay Per Cow Unit	1.10
Silage	
Pounds/day/cow and calf _____ × _____ number of days ÷ 2,000 =	
Pounds/day/replacement heifer _____ × _____ number of days ÷ 2,000 × _____ % replacement =	
Pounds/day/bull _____ × _____ number of days ÷ 2,000 ÷ _____ number cows/bull =	
Total Tons of Silage Per Cow Unit	
Crop residue	
Pounds/day/cow and calf _____ × _____ number of days ÷ 2,000 =	
Pounds/day/replacement heifer _____ × _____ number of days ÷ 2,000 × _____ % replacement =	
Pounds/day/bull _____ × _____ number of days ÷ 2,000 ÷ _____ number cows/bull =	
Total Tons of Residue Per Cow Unit	
Grain	
Pounds/day/cow and calf _____ × _____ number of days =	
Pounds/day/replacement heifer _____ × _____ number of days × _____ % replacement =	
Pounds/day/bull _____ × _____ number of days ÷ _____ number cows/bull =	
Total Pounds of Grain Per Cow Unit	
Protein	
Pounds/day/cow and calf 2 × 90 number of days =	180
Pounds/day/replacement heifer _____ × _____ number of days × _____ % replacement =	
Pounds/day/bull 4 × 90 number of days ÷ 25 number cows/bull =	14
Total Pounds of Protein Per Cow Unit	194

EXAMPLE WORKSHEETS

NOTES

Schedule E. Estimated Management Charge

Method 1. Capital Managed

Breeding Herd Investment Per Cow, Schedule A	
Market Value: Cow $ 1,400 + (Bull $ 2,500 ÷ 25 number of cows/bull)	$ 1500
Machinery and Equipment Investment Per Cow, Schedule B	$ 162
Building and Fence Investment Per Cow, Schedule C	$ 85
Land Investment Per Cow = 6 acres/cow (Schedule D) × land value $ 1,100 /acre	$ 6,600
Total Capital Managed Per Cow	$ 8,347
Management Charge (typically 0.5 to 1.5%)	0.75%
Management Charge Per Cow = Total Capital Managed per Cow × Management Charge	$ 62.60

Method 2. Value of Production

Steers 5.50 cwt lbs/head × 50% × 87 % calf crop[1] @ sale price $ 180/cwt =	$ 430.65
Heifers 5.25 cwt lbs/head × 50% × 87 % calf crop[1] @ sale price $ 170/cwt =	$ 388.24
Cull Cows[2] _____ lbs/head × _____ % replacement rate @ sale price $ _____ =	$
Value of Production Per Cow	$ 818.89
Management Charge (typically 5 to 10%)	7.5%
Management Charge Per Cow = Value of Production per Cow × Management Charge =	$ 61.42

Method 3. Average of Capital Managed and Value of Production Methods

Management Charge Per Cow: Capital Managed	$ 62.60	
Management Charge Per Cow: Value of Production	+ $ 61.42	
Average Value	= $ 124.01 ÷ 2 =	$ 62.01

[1] Percent calf crop raised in a typical year

[2] Include cull cows only if cull income is shared and reduce heifer percentage by percent replacement. Example: (50% − 15% replacement = 35% heifers)

NOTES

EXAMPLE WORKSHEETS

Worksheet 1. Beef Cow Share Lease Agreement Worksheet – Per Cow

☐ **Replacements Purchased or Raised Outside of Lease** ☐ **Replacements Raised within Lease**

		Contribution	
Livestock Investment (Schedule A)	Total	Operator	Owner
Depreciation[A] (do not include cow depreciation if replacements are raised within the lease):			
Cow	$_____	$_____	$_____
Bull	$_____	$_____	$_____
Interest:			
Cow $ _____ average investment × ____% interest =	$_____	$_____	$_____
Bull $ _____ average investment × ____% interest =	$_____	$_____	$_____
Taxes and Insurance:			
Cow $ _____ average investment × ____% rate =	$_____	$_____	$_____
Bull $ _____ average investment × ____% rate =	$_____	$_____	$_____
Cow Death Loss:			
$ _____ average investment × ____% rate =	$_____	$_____	$_____
Subtotal	$_____	$_____	$_____
Livestock Machinery, Equipment and Building Investment (Beef Cow Share) (Schedules B & C)			
Depreciation on machinery[B]	$_____	$_____	$_____
Interest on machinery:			
$ _____ average investment/cow[B] × ____% interest =	$_____	$_____	$_____
Taxes and insurance on machinery:			
$ _____ average investment/cow[B] × ____% rate =	$_____	$_____	$_____
Depreciation on buildings[C]	$_____	$_____	$_____
Interest on buildings:			
$ _____ average investment/cow[C] × ____% interest =	$_____	$_____	$_____
Taxes and insurance on buildings:			
$ _____ average investment/cow[C] × ____% rate =	$_____	$_____	$_____
Subtotal	$_____	$_____	$_____

(Worksheet 1 continued on next page)

NOTES

Worksheet 1. Beef Cow Share Lease Agreement Worksheet – Per Cow (Cont.)

Pasture, Feed and Other Expenses (List only if not shared the same as income)

	Total	Contribution Operator	Owner
a. ☐ Return to Land Investment (1% to 4%)			
Pasture:			
$ _____ per acre × ___ acre/cow unit[D] × ___% return =	$_____	$_____	$_____
b. ☐ Cash Rental Value			
Pasture[D] _____ acres/cow unit @ _____ /acre =	$_____	$_____	$_____
Hay[D] _____ tons/cow unit @ _____ /ton =	$_____	$_____	$_____
Silage[D] _____ tons/cow unit @ _____ /ton =	$_____	$_____	$_____
Crop residue[D] _____ tons/cow unit @ _____ /ton =	$_____	$_____	$_____
Grain[D] _____ lbs/cow unit @ _____ /lb =	$_____	$_____	$_____
Protein[D] _____ lbs/cow unit @ _____ /lb =	$_____	$_____	$_____
Salt and minerals _____ lbs/cow unit @ _____ /lb =	$_____	$_____	$_____
Veterinary, drug, etc.	$_____	$_____	$_____
Breeding costs (AI, breeding soundness exam)	$_____	$_____	$_____
Fuel and oil for feeding, hauling, and observing	$_____	$_____	$_____
Utilities and miscellaneous	$_____	$_____	$_____
Repairs on machinery and equipment	$_____	$_____	$_____
Repairs on buildings and fences	$_____	$_____	$_____
Hauling	$_____	$_____	$_____
Marketing	$_____	$_____	$_____
Insurance	$_____	$_____	$_____
Taxes	$_____	$_____	$_____
Labor: _____ hours @ $ _____ /hour =	$_____	$_____	$_____
Operating interest: ($ _____ / 2) @ ____% = (sum of all other costs excluding management)	$_____	$_____	$_____
Management[E]	$_____	$_____	$_____
Subtotal	$_____	$_____	$_____
TOTAL CONTRIBUTION	_____	_____	_____
PERCENT	_____	_____	_____
Shared Expenses			
_____	$_____	$_____	$_____
_____	$_____	$_____	$_____
TOTAL SHARED EXPENSES	$_____	$_____	$_____
Total Contribution + Total Shared Expenses = TOTAL EXPENSE	$_____	$_____	$_____

[A-E] Lettered superscript designated the supplemental detail schedule that can be used to calculate the input value.

Worksheet 2. Beef Cow Share Lease Agreement Worksheet – Per Cow

1. Livestock Ownership Cost (Schedule A)

Depreciation[A] (do not include cow depreciation if replacements are raised within the lease):	
Cow	$_____
Bull	$_____
Interest:	
Cow $ _____ average investment × ____% interest =	$_____
Bull $ _____ average investment × ____% interest =	$_____
Taxes and Insurance:	
Cow $ _____ average investment × ____% rate =	$_____
Bull $ _____ average investment × ____% rate =	$_____
Cow Death Loss:	
$ _____ average investment × ____% rate =	$_____
OWNERSHIP COST PER COW UNIT PER YEAR	$_____

2. Livestock Owner's Net Share Rent

Value of production[E] $ _____ × _____% owner share (from Worksheet 1)	$_____
Less equitably shared expenses per head	$_____
EQUALS NET SHARE RENT	$_____
Reduction for risk, net share rent $ _____ × _____% risk (5 to 10%)	$_____
NET SHARE RENT REDUCED FOR RISK	$_____

3. Operator Net Return to Livestock

Value of production[E]		$_____
Costs:		
Pasture[D]	_____ acres/cow unit @ _____ /acre =	$_____
Hay[D]	_____ tons/cow unit @ _____ /ton =	$_____
Silage[D]	_____ tons/cow unit @ _____ /ton =	$_____
Crop residue[D]	_____ tons/cow unit @ _____ /ton =	$_____
Grain[D]	_____ lbs/cow unit @ _____ /lb =	$_____
Protein[D]	_____ lbs/cow unit @ _____ /lb =	$_____
Salt and minerals	_____ lbs/cow unit @ _____ /lb =	$_____
Veterinary, drug, etc.		$_____
Breeding costs (AI, breeding soundness exam)		$_____
Fuel and oil for feeding, hauling, and observing		$_____
Utilities and miscellaneous		$_____
Repairs on machinery and equipment		$_____
Repairs on buildings and fences		$_____
Hauling		$_____
Marketing		$_____
Insurance		$_____
Taxes		$_____

(Worksheet 2 continued on next page)

Worksheet 2. Beef Cow Share Lease Agreement Worksheet – Per Cow (Cont.)

Labor: _____ hours @ $ _____ /hour =	$_____	
Operating interest: ($ _____ / 2) @ ____% = (sum of all other costs excluding management)	$_____	
Management[E]	$_____	
Depreciation on machinery[B]	$_____	
Interest on machinery:		
$ _____ average investment/cow × ____% interest =	$_____	
Taxes and insurance on machinery:		
$ _____ average investment/cow × ____% rate =	$_____	
Depreciation on buildings[C]	$_____	
Interest on buildings:		
$ _____ average investment/cow × ____% interest =	$_____	
Taxes and insurance on buildings:		
$ _____ average investment/cow × ____% rate =	$_____	
TOTAL COST		$_____
AVAILABLE FOR RENT		$_____

[A-E] Lettered superscript designated the supplemental detail schedule that can be used to calculate the input value.

Schedule A. Breeding Herd Investment Cost Per Cow

Number of cows ____ Number of cows per bull ___

	Beginning Value, $/hd	Salvage Value, $/hd	Years	% to Beef Cows	Depreciation[1]	Average Investment[2]
Cows	$_____	$_____	_____	100 %	$_____	$_____
Bulls	$_____	$_____	_____	100 %	$_____	$_____
Bull depreciation and investment per cow[3]					$_____	$_____
TOTAL PER COW[4]					$_____	$_____

[1] Depreciation per Cow = (beginning value − salvage value) / years × % to beef cows

[2] Average Investment per Cow = (beginning value + salvage value) / 2 × % to beef cows. Market value may be used to represent the beginning value.

[3] Divide bull average investment and depreciation by number of cows per bull.

[4] Sum of the cows and bull per cow values for depreciation and average investment

NOTES

Schedule B. Livestock Machinery and Equipment Investment Per Cow

Machine	Beginning Value, $/hd	Salvage Value, $/hd	Years	% to Beef Cows	Depreciation[1]	Average Investment[2]
Tractor	$_____	$_____	_____	_____%	$_____	$_____
Pickup Truck	$_____	$_____	_____	_____%	$_____	$_____
Hay Feeders	$_____	$_____	_____	_____%	$_____	$_____
Bale Spear	$_____	$_____	_____	_____%	$_____	$_____
Manure Loader	$_____	$_____	_____	_____%	$_____	$_____
Manure Spreader	$_____	$_____	_____	_____%	$_____	$_____
Scraper	$_____	$_____	_____	_____%	$_____	$_____
Gooseneck Trailer	$_____	$_____	_____	_____%	$_____	$_____
TOTAL for Cow-Calf Enterprise					$_____	$_____
TOTAL PER COW[3]					$_____	$_____

[1] Depreciation = (beginning value − salvage value) / years × % to beef cows
[2] Average Investment = (beginning value + salvage value) / 2 × % to beef cows. Market value may be used to represent the beginning value.
[3] Total per cow = total for cow-calf enterprise (sum of column) / number of cows in herd

Schedule C. Livestock and Feed Storage Buildings and Fence Investment Per Cow

Building	Beginning Value	Salvage Value	Years	% to Beef Cows	Depreciation[1]	Average Investment[2]
Barn	$_____	$_____	_____	_____%	$_____	$_____
Hay Barn	$_____	$_____	_____	_____%	$_____	$_____
Corrals	$_____	$_____	_____	_____%	$_____	$_____
TOTAL for Cow-Calf Enterprise					$_____	$_____
TOTAL PER COW[3]					$_____	$_____

[1] Depreciation = (beginning value − salvage value) / years × % to beef cows
[2] Average Investment = (beginning value + salvage value) / 2 × % to beef cows. Market value may be used to represent the beginning value.
[3] Total per cow = total for cow-calf enterprise (sum of column) / number of cows in herd

NOTES

Schedule D. Pasture Acres and Feed Amounts Per Cow Unit

☐ **Replacements Purchased or Raised Outside of Lease** ☐ **Replacements Raised within Lease**

Pasture

Acres/cow and calf _____ × 1 unit = _____

Acres/replacement heifer _____ × _____ % replacement = _____

Acres/bull _____ ÷ _____ number of cows/bull = _____

Total Pasture Acres Per Cow Unit _____

Hay

Pounds/day/cow and calf _____ × _____ number of days ÷ 2,000 = _____

Pounds/day/replacement heifer _____ × _____ number of days ÷ 2,000 × _____ % replacement = _____

Pounds/day/bull ____ × ____ number of days ÷ 2,000 ÷ ____ number cows/bull = _____

Total Tons of Hay Per Cow Unit _____

Silage

Pounds/day/cow and calf _____ × _____ number of days ÷ 2,000 = _____

Pounds/day/replacement heifer _____ × _____ number of days ÷ 2,000 × _____ % replacement = _____

Pounds/day/bull _____ × _____ number of days ÷ 2,000 ÷ _____ number cows/bull = _____

Total Tons of Silage Per Cow Unit _____

Crop residue

Pounds/day/cow and calf _____ × _____ number of days ÷ 2,000 = _____

Pounds/day/replacement heifer _____ × _____ number of days ÷ 2,000 × _____ % replacement = _____

Pounds/day/bull _____ × _____ number of days ÷ 2,000 ÷ _____ number cows/bull = _____

Total Tons of Residue Per Cow Unit _____

Grain

Pounds/day/cow and calf _____ × _____ number of days = _____

Pounds/day/replacement heifer _____ × _____ number of days × _____ % replacement = _____

Pounds/day/bull _____ × _____ number of days ÷ _____ number cows/bull = _____

Total Pounds of Grain Per Cow Unit _____

Protein

Pounds/day/cow and calf _____ × _____ number of days = _____

Pounds/day/replacement heifer _____ × _____ number of days × _____ % replacement = _____

Pounds/day/bull _____ × _____ number of days ÷ _____ number cows/bull = _____

Total Pounds of Protein Per Cow Unit _____

NOTES

Schedule E. Estimated Management Charge

Method 1. Capital Managed

Breeding Herd Investment Per Cow, Schedule A

Market Value: Cow $ _____ + (Bull $ _____ ÷ ____ number of cows/bull) $_____

Machinery and Equipment Investment Per Cow, Schedule B $_____

Building and Fence Investment Per Cow, Schedule C $_____

Land Investment Per Cow = _____ acres/cow (Schedule D) × land value $ _____/acre $_____

Total Capital Managed Per Cow $_____

Management Charge (typically 0.5 to 1.5%) _____

Management Charge Per Cow = Total Capital Managed per Cow × Management Charge $_____

Method 2. Value of Production

Steers _____ lbs/head × 50% × ____% calf crop[1] @ sale price $ _____ = $_____

Heifers _____ lbs/head × 50% × ____ % calf crop[1] @ sale price $ _____ = $_____

Cull Cows[2] _____ lbs/head × _____ % replacement rate @ sale price $ _____ = $_____

Value of Production Per Cow _____

Management Charge (typically 5 to 10%)

Management Charge Per Cow = Value of Production per Cow × Management Charge = $_____

Method 3. Average of Capital Managed and Value of Production Methods

Management Charge Per Cow: Capital Managed $_____

Management Charge Per Cow: Value of Production + $_____

Average Value = $_____ ÷ 2 = $_____

[1] Percent calf crop raised in a typical year

[2] Include cull cows only if cull income is shared and reduce heifer percentage by percent replacement. Example: (50% − 15% replacement = 35% heifers)

NOTES

Livestock Rental Lease NCFMEC-06A

For additonal information see NCFMEC–06 (Beef Cow Rental Arrangements For Your Farm).

This form can provide the landowner 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. Because of the possibility that an operating agreement may be legally considered a partnership under certain conditions, seeking proper legal advice is recommended when developing such an agreement.

This lease entered into this_____day of _____, 20___, between

_____ _____

_____

Address

_____ _____

_____

Address

hereafter known as "the livestock owner", and

_____ _____

_____

Address

_____ _____

_____

Address

hereafter known as "the operator."

I. Property Description

The livestock owner hereby leases to the operator, to use for agricultural and related purposes, the following described property:

_____

_____

consisting of approximately _____ head.

II. General Terms of Lease

A. Time period covered. The provisions of this agreement shall be in effect commencing on the _____ day of _____ , 20___.

B. Amendments and alterations. Amendments and alterations to this lease shall be in writing and shall be signed by both the livestock owner and the operator.

C. No partnership intended. It is understood and agreed that this lease shall not be deemed to be, nor intended to give rise to, a partnership relation between the livestock owner and the operator.

D. Transfer of property. If the livestock owner should sell or otherwise transfer title to the livestock, such action will be done subject to the provisions of this lease.

E. Rights. The livestock owner, as well as agents and employees of the livestock owner, reserve the right at any reasonable time to: a) consult with the operator; b) make repairs, improvements, and inspections of property as appropriate; and c) (after notice of termination of the lease is given) do any customary seasonal work, none of which is to interfere with the operator in carrying out regular operations.

F. No right to sublease. The livestock owner does not convey to the operator the right to lease or sublet any part of the farm or cow herd or to assign the lease to any person or persons whomsoever.

G. Binding on heirs. The provisions of this lease shall be binding upon the heirs, executors, administrators, and successors of both the livestock owner and the operator in like manner as upon the original parties, except as provided by mutual written agreement.

H. Livestock owner's lien for rent and performance. The livestock owner's lien provided by law on products grown or growing shall be the security for the rent herein specified and for the faithful performance of the terms of the lease. If the operator fails to pay the rent due or fails to keep the agreements of this lease, all costs and attorney fees of the livestock owner in enforcing collection or performance shall be added to and become a part of the obligations payable by the operator hereunder.

I. Restriction on livestock. Neither the owner nor the operator shall bring livestock that is not covered by this agreement on the farm during the period of the lease without express permission of the other party unless allowed as follows (e.g. horses may be used):

_____

J. Home use. The operator and livestock owner may take for home use the following kinds and quantities of jointly owned livestock and/or livestock products:

_____

K. Buying and selling. The operator shall consult with the livestock owner regarding time, price, sales agency and similar matters regarding the purchase and sale of livestock, feed and hay and/or other shared expenses whenever the transaction exceeds $_____ in value. Additional agreements are as follows:

_____

_____

_____

L. Division of property. At the termination of this lease, all jointly owned livestock or other property will be divided or disposed of as follows:

_____

_____

_____

M. Review of lease. A request for general review of the lease may be made at least _____ days prior to the final date for giving notice to terminate this lease. Amendments and alterations to this lease shall be made in writing.

N. Debts and accidents. Each party agrees that the other party shall in no way be responsible for the debts, liabilities for accidents, or damages caused by the other party.

O. Willful neglect. Willful neglect, failure, or refusal by either party to carry out any substantial provision of this lease shall give the other party the benefits of any proceedings provided by law.

P. Farm records. The operator shall keep the following financial and production records:

_____

_____

_____

Q. Location of cattle. The cattle will be located in Section _____ in _____ County,_____ (State) and commonly known as the _____ farm for this time period:_____
Other locations to which cattle may be moved without notice include: _____
_____. The operator will notify the cattle owner of any planned movements of cattle that are not part of this lease agreement _____ (days/weeks/months) prior to their movement.

R. Termination notice. The owner or operator may terminate this lease by providing written notice to the other on or before _____ in any year during the term. Upon termination, the operator shall deliver to the owner _____ animals within _____ days. The operator is responsible for transporting the animals at no expense to the owner for the first _____ miles from the premises. The owner shall pay all costs of transportation of the animals over ____ miles.

S. Livestock ownership. The livestock owner and operator agree that throughout the term of this lease, title to the leased cattle will remain with the livestock owner. The operator will not brand, mark, or identify the leased cattle in any way that could cause them to be mistaken for the operator's own cattle. The operator will take whatever steps are necessary to prevent the leased livestock from becoming collateral for any of operator's debts or other obligations. In the event that the leased livestock are taken for payment of any of the operator's debts or obligations, the operator will reimburse the livestock owner for the fair market value of such livestock.

III. Land Use

A. General provisions. The two parties will engage in the following production of livestock (include replacement females if applicable):

Kind of livestock	Number of head	Breed, type	Share owned by livestock owner	Special health or feeding practices

B. The operator will care for the livestock using good management practices for livestock maintenance, including but not limited to breeding, feeding and watering, and herd health. Standards for performance (calving percentage, weaning percentage, operating cost per exposed female, etc.) are:

_____

_____

Specific restrictions as to how the livestock are to be managed include the following:

_____

_____

_____

_____

_____

_____

_____

Incentives for performance above average or penalties for performance below average include:

_____

_____

_____

C. Extenuating circumstances (drought, blizzard, major health problems, etc.) that are not the fault of the operator will be dealt with by:

_____

_____

_____

IV. Livestock Share-Related Provisions

A. Income will be shared according to the following:

Livestock type	Share percent	Cash rent	Place of sale or delivery	Date of delivery	Other terms
Cull cows					
Cull bulls					
Bull calves					
Steer calves					
Heifer calves					
Cull replacement heifers					
Other					

Exceptions or specific provisions related to sharing of livestock income (including pricing of calves if one party buys from the other) are the following:

_____

_____

B. Contribution of production expenses will be according to the following:

Expense	% furnished by livestock owner	% furnished by operator
Pasture		
Hay		
Silage		
Crop residue		
Grain		
Protein		
Salt and mineral		
Veterinary and drugs		
Breeding costs (AI, exams)		
Fuel and oil		
Utilities		
Repairs on machinery & equipment		

Repairs on buildings & fences	_____	_____
Hauling	_____	_____
Marketing	_____	_____
Insurance	_____	_____
Taxes	_____	_____
Labor	_____	_____
Miscellaneious	_____	_____
Operating interest	_____	_____
Management	_____	_____
Other: _____	_____	_____
Other: _____	_____	_____
Other: _____	_____	_____
Other: _____	_____	_____

C. If operator provides inputs that have a useful life beyond the term of the lease, how they will be compensated for any unused portion of the input at lease termination should be spelled out here.

_____

_____

_____

V. Arbitration of Differences

Any differences between the parties as to their 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 decision shall be accepted by both parties.

Executed in duplicate on the date first above written:

_____ _____

Operator 1 Livestock Owner 1

_____ _____

Operator 2 Livestock Owner 2

State of _____

County of _____

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in said State, personally appeared_____, _____, _____, and _____ to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

_____

Notary Public