

**SAMPLE CROPLAND AND PASTURE
LEASE AGREEMENT**

A. NAMES OF PARTIES AND DESCRIPTION OF PROPERTY

This agreement entered into this _____ (day) of _____ (month) , _____ (year) , between _____ (landowner), of _____ (address) and _____ (tenant), of _____ (address) hereinafter called the landowner and tenant respectively. Under the terms and conditions that follow, the landowner hereby leases to the tenant a farm to use for agricultural purposes of approximately _____ acres, situated in _____ County, Idaho, commonly known as or described as follows:

B. TERM OF LEASE

The term of this lease shall be from this _____ (day) of _____ (month) , _____ (year) _____ and remain in effect from year to year, being automatically renewed after each year unless terminated by thirty (30)-day prior written notice.

Lessee shall pay as rent for the use of the described land the sum of \$ _____ per acre per month, payable at the end of each previous lease year agreement (December 31). Rent may be negotiable at the end of each lease year if agreed upon by both parties in writing.

The premises leased shall be located on the Lessor's property, situated at _____, Idaho. Lessee will be responsible for keeping the area used in a clean and safe condition.

Lessor hereby disclaims any and all liability for any and all damage or injury to Lessee's property, person or persons, or livestock while on the Lessor's property, except for damage or injuries that may be caused by gross negligence of the Lessor. Lessor disclaims any and all liability for damage/injury off the premises as a result of any reason or cause relating to the crops or livestock involved in this agreement.

Use of The space hereby leased is to be used for the sole purpose of growing and harvesting hay and/or grazing of livestock by the Lessee. Lessee shall have sole responsibility for fertilizing, watering, harvesting, and removing crops from the space and for watering, feeding, and care of any livestock grazed on the space after harvest. Lessee is also responsible for all maintenance of any and all existing fences on the property.

Lessor will be responsible for supplying water and irrigation pipes. The cost of materials for real property maintenance and/or capital improvements shall be the responsibility of the Lessor.

This agreement may be terminated by either party upon thirty (30)-days written notice. If Lessor sells or transfers ownership of the property during the course of the year, it is agreed that Lessee retains possession of any existing crops until their final harvest of that year. Lost months for grazing will be prorated and deducted from the final lease payment. In addition, Lessor may terminate this agreement during the course of any yearly term upon occurrence of any of the following that would constitute a breach of contract.

- (A) Rent is not paid within the proper time frame.
- (B) Lessee fails to comply with any condition listed in the lease and has not reasonably corrected the deficiency upon written notice by Lessor.

In the event of such breach, Lessor shall notify Lessee of termination in writing. Lessee shall have five (5) days to remove all belongings from the premises, after which Lessor will have authority to remove all Lessee's belongings without further obligation or liability to the Lessee.

All written correspondence relating to this lease agreement will be delivered to the addresses noted in the first paragraph of this document.

In witness whereof, the parties have caused this agreement to be executed the day and year first written above.

Lessee: _____

Date: _____

Lessor: _____

Date: _____