



FARM LEASE — PASTURE/RANGELAND

This lease is made this [#] day of [MONTH], [YEAR], between **Whiterock Conservancy**, hereafter referred to as **Lessor**, and [NAME], hereinafter called **Lessee**. The remainder of this contract document shall outline the pasture rental terms, conditions, and agreements between the Lessor and Lessee.

SECTION I. DESCRIPTION OF FARM

In consideration of the rent specified below, the Lessor hereby leases to the Lessee [#] acres, more or less, for grazing and related purposes. The leased land, known as [FARM NAME], is located in [COUNTY], State of Iowa, together with improvements upon it, subject to easements now existing or which the Lessor may grant in the future.

The description of the farm is as follows:
[FARM DESCRIPTION].

[SHARED USE AGREEMENT DESCRIPTION].

Attachment 1 is provided to clarify which pastures are covered by this lease.

SECTION II. TERM & TERMINATION OF LEASE

The term of this lease is from May 1, [YEAR] - October 31, [YEAR]. However, forage availability is not guaranteed within this entire period. The grazing period and stocking rate is contingent on pasture management goals, weather conditions, forage availability, and other factors, and is to be collaboratively determined by the Lessor and Lessee prior to the grazing period. Additional grazing may be available outside of the lease term at a per head per day rate, at the Lessor's discretion.

At any point during the term of this lease the Lessor or Lessee may request revisions to this lease agreement to reflect changes in production requirements or land management needs. Changes to the lease are only legally binding with an addendum that is developed and signed by both the Lessor and the Lessee.

The Lease will automatically renew December 15 of grazing year unless termination is effected prior, or either party opts to renegotiate. Either party may terminate this lease at any time by providing at least 30 days' written notice.

SECTION III. AMOUNT OF RENT & PAYMENT SCHEDULE

The Lessee shall pay [ACRE RATE] per grass equivalent acre [INSERT TIMBER ACRE RATE STATEMENT] for use of the pastures identified in **Attachment 1**, within the primary grazing period of May 1, [YEAR], to October 31, [YEAR]. Payment is to be made in three installments of [1/3 TOTAL RENT], with [1/3 RENT] due May 15, [1/3

PAYMENT] due August 15, and [1/3 PAYMENT] due December 15, 2022, for a total of [TOTAL RENT]. [UTILITIES ARRANGEMENT]

For prescribed grazing before May 1, [YEAR], or after October 31, [YEAR], the Lessee shall pay to the Lessor [RATE FOR COW/CALF OR BULL]/day and [RATE FOR WEANED COWS]/day, on the schedule dictated above. The Lessee is responsible for tracking the number of livestock on the pasture and the duration of grazing in day(s).

Any discrepancies in stocking rate and payment will be reviewed by the Lessor and remediated by the Lessee on a timeline determined by the Lessor.

Rent shall be payable to: *Whiterock Conservancy, 1436 Highway 141, Coon Rapids, Iowa 50058.*

SECTION IV. FARM OPERATIONS

Livestock:

[PRIMARY LIVESTOCK] are the sole grazers permitted on the designated pasture. If alternative or additional livestock are desired, the Lessee may submit a proposal to the Lessor detailing the species, stocking rate, grazing plan, and other pertinent information. If approved by the lessor in its sole discretion, the parameters shall be detailed in an addendum that is signed by Lessee and Lessor.

Rotational Grazing:

Livestock is to be rotationally grazed, with adequate rest time between paddocks for optimal pasture health. Lessor and Lessee shall continuously monitor forage availability—as dictated by livestock management, weather patterns, and other natural and management related conditions—and flex grazing accordingly in order to promote pasture health. If grazing practices are deemed to be inadequate or pasture health is in decline, the Lessor reserves the right to request livestock rotation or removal with at least 5 days' notice, depending on the urgency, or to amend the lease duration.

If the Lessor determines that forage is, or will be, underutilized by the Lessee, Lessor has the right to flash graze, hay, burn, or otherwise maintain the pasture's health, with reasonable notice given to the Lessee. "Underutilized forage" is defined as forage that is not, or will not be, grazed on the anticipated schedule and/or forage that runs the risk of prematurely going to seed.

[INSERT HOME FARM CHUTE PROVISION, AS APPLICABLE]

SECTION V. LESSEE OBLIGATIONS

Farm Operations:

- The Lessee agrees to operate in an efficient and environmentally friendly manner, following the land use practices indicated in this lease, and all other current and commonly adopted livestock management agricultural Best Management Practices (BMP's) to conserve and protect the watershed and its natural resources.
- If the leased land is enrolled in any program offered by the USDA or any other government agency, the Lessee shall participate in and fully comply with program regulations. Any payments from participation in these programs shall be divided 100% Lessor, 0% Lessee.

Livestock Operations:

All activities related to the normal husbandry of livestock are the responsibility of the Lessee, including but not limited to:

- Feeding and supplementing animal diets with forage, salt, mineral, and protein, as necessary.
- Transporting animals to and from pastures, feedlots, buildings, etc.
- Moving animals from paddock to paddock, and from farm to farm, as necessary.
- Removing deceased livestock from leased property and disposing of carcasses offsite in accordance with Iowa Law or disposing of carcasses onsite in accordance with Iowa Law, with Lessor's written consent.
- If the Lessee cannot bury deceased livestock within a reasonable time as determined by the Lessor, the Lessor shall have the right, if it so elects, to bury the livestock for a fee of [INSERT FEE – is \$250 per animal in facilities leases].
- Ensuring water tanks, hoses, and wells are providing sufficient water to the herd.
- Vaccinating and worming the herd.

Maintenance of Grounds:

- The Lessee shall properly and promptly remove all rubbish and hazardous waste and see that it is properly disposed of according to all local, state, or federal laws, rules, regulations, and ordinances. The Lessee shall also be responsible for the cost, if any, which would be incurred to bring their operation into compliance with any law or regulation of a federal, state, or local authority.
- Lessor may grant Lessee permission to fertilize pastures at the Lessee's expense with prior written consent.
- Lessee shall minimize soil disturbance as much as possible and shall refrain from any tillage practices.
- Lessee shall report noxious weed infestations to Lessor and share responsibility in regular weed management, whether by mechanical or chemical means. Chemical application (herbicide, pesticide, fungicide, etc.) requires prior approval from Lessor.
- Lessee shall employ all means appropriate to ensure that well or ground water contamination does not occur either through livestock activities or chemical application and shall be responsible for following all applicator's licensing requirements.
- The Lessee agrees not to burn materials on premises or remove any trees or shrubs, except by written permission of the Lessor.
- Lessee agrees to keep shared access lanes, roads, and areas outside the leased pastures delineated in **Attachment 1** completely clear except when Lessee is actively loading or unloading. Repeated failure to maintain safe lanes for travel may result in termination of the Lease.
- The Lessee shall, during the term of this Lease, at its sole expense, keep the leased facilities in as good a condition and repair as they were at the date of this lease, with ordinary wear and depreciation excepted. This includes, but is not limited to, minor fence repair, minor waterline repair, repair of infrastructure that is worn out and/or damaged by Lessee's livestock, and mitigation of trailing and soil erosion from vehicle and livestock access.
- In the event the leased pastures and infrastructure are damaged as a result of any neglect or negligence of the Lessee or in any way as a result of the Lessee's use and occupancy, then the Lessee shall be responsible for the cost of such damage. All proper notices with respect to said damage shall be made in a timely fashion, including notice to the Lessor and the party or parties causing said damage.

General:

- Lessee may only host events and gatherings on leased land with prior written approval from Lessor. Event planning, details, and timing must be coordinated with Lessor.

- Lessee agrees to provide proof of liability insurance with limits of not less than \$1,000,000 by April 15, or before the start of grazing activities. The Lessee shall name the Lessor as an additional insured on the policy.
- Upon termination of the Lease, the Lessee shall peaceably surrender occupancy and use of the premises and relinquish the pastures in as good condition as the Lessee found them, with reasonable allowance for ordinary wear and depreciation.
- After termination, the Lessee shall remain liable for violations which occurred during the term of this lease. The Lessee shall compensate the Lessor for any damage to property for which the Lessee is legally responsible. This excludes damage caused by forces beyond the Lessee's control, such as but not limited to fire, tornado, windstorm, and hail.

SECTION VI. LESSOR OBLIGATIONS

Farm Infrastructure & Utilities:

Lessor is responsible for the maintenance of vital resources and infrastructure to the extent that is reasonable and achievable according to the budgetary and labor constraints of the Lessor, at the sole discretion of the Lessor. This includes the major repair and replacement of:

- Permanent and temporary waterlines and watering tanks, except when water access is not provided.
- Electric lines powering wells, water pumps, and electric fence.
- Permanent exterior fencing and access gates to ensure a reasonably secure perimeter.
- Permanent interior fencing and access gates as necessary for rotational grazing.
- All Lessor-owned access lanes, field entrances, and trails.

Livestock Operations:

- The Lessor is not responsible for livestock welfare and mortality. However, Lessor strives to minimize interaction between livestock and the public and will attempt to return livestock to pastures when the escape is due to visitor activity.
- Lessor may provide labor to assist with Lessee operations, provided Lessee reimburses Lessor for labor at agreed upon rate.

Maintenance of Grounds:

- Lessor shall work collaboratively with Lessee to identify and control weeds classified as noxious by the State of Iowa and will dictate methods of control.
- Removal of nuisance trees encroaching on pastures.

General:

- Lessor may engage in pasture renovation and improvement as resources and priorities dictate. Any potential impact on the Lessee's operations will be communicated in advance. If renovations or improvements are anticipated to substantially impact forage availability, Lessee will be notified ahead of their Lease term.

SECTION VII. REMOVAL OF FIXTURES

The Lessee shall have the right to take away from the farm any movable buildings and fixtures which Lessee has placed upon the farm at the Lessee's expense. Removal of fixtures must be done within 15 days after the termination of the lease. The Lessee must leave the premises from which such improvements are removed in as good condition as they were before said removal or compensate the Lessor for damage.

SECTION VIII. RIGHT OF INSPECTION AND REMEDIES

Lessor hereby reserves the right to enter the premises at any reasonable time to inspect the property, and to work and make improvements as Lessor shall deem expedient, provided such entry and work does not interfere with the Lessee in carrying out the regular pasturing operations. Lessee understands that other low-impact recreational activities such as bird watching, horseback riding, bicycle riding, and hiking, as well as land management activities, may occur on or adjacent to these farms during grazing season.

If the Lessee violates the terms of this lease, the Lessor shall have the right to pursue the legal and equitable remedies to which they are entitled. Lessee's failure to make individual rent payments or fines when due, beyond a reasonable window, may result in suspension of all agricultural activities and access to leased lands or termination of Lease.

SECTION IX. INDEMNIFICATION

Lessee shall indemnify and hold Lessor harmless from and against any and all claims arising from Lessee's use or occupancy of the leased grounds or from the conduct of its business or from any activity, work, or things which may be permitted or suffered by Lessee in or about the leased grounds. This includes but is not limited to all damages, costs, attorney's fees, expenses, and liabilities incurred in the defense of any claim or action or proceeding arising therefrom.

If, while within the boundaries of the leased pastures, damage to property or injury to persons who are considered the Lessor's guests (tourists, hunters, hikers, horseback riders, volunteers, etc.), employees, or lessees occurs, the Lessor assumes all legal and financial responsibility for the damaged property or injury caused. This excludes damage to Lessee's property and/or injury to persons employed by the Lessee, whether paid or unpaid, unless it is proven to be caused by the Lessor's associates. This also excludes damage to property or injury to persons caused by livestock that have breached the leased pasture boundaries.

SECTION X. SUBLEASING

The Lessee agrees not to assign, sublease, or sublet any part of the premises without prior written consent of the Lessor. Any pasture assignment, sublease, or sublet by the Lessee to a third party is null and void without the prior written consent of the Lessor. This lease shall be binding upon the heirs, legatees, devisees, representatives, assignees, and successors, in the interest of the respective parties hereto.

SECTION XI. ADDITIONAL AGREEMENTS

Mineral rights: The Lessor reserves all right to any mineral on or underlying the farm.

Hunting and trapping rights: Lessor retains all rights related to hunting and trapping on the leased grounds. This lease does not grant Lessee hunting or trapping rights on any of the Lessor's lands.

Public access: Public access is granted on leased grounds and contiguous lands at any time. The public is discouraged from entering livestock enclosures and leased facilities, however.

Water supply: No guarantee either expressed or implied is made by Lessor for continuous and adequate water supply to the livestock or the land. If a watering source malfunctions Lessor shall make all necessary repairs to

remedy the situation within a reasonable timeframe. Temporary water hauling or unplanned herd rotations are potential management actions that the Lessee may need to take between the start of the water source interruption and the time it is fixed.

Forage supply: Lessor makes no guarantee to provide forage from the WRC Pastures or from other landholdings under the Lessor’s ownership or management. If, either by result of management or climate, there is not enough forage growing on the pasture, or if the forage is of insufficient nutritional value to meet the needs of the livestock herd, Lessee shall supplementally feed the herd or move the herd to alternative pasture sites where adequate forage is present.

Sharing of Records: To facilitate better land stewardship it is imperative that production records, herd management decisions, and land management decisions are recorded by the Lessee and Lessor, and that these records are willingly and openly shared with one another. Steps will always be taken to protect sensitive personal information and obscure identities when sharing farm data with the public.

Grazing Management Plan: Lessor and Lessee will collaborate on a grazing and land use management plan to plot out the grazing and pasture use system for the year, with consideration for the following year, as well. If such a plan does not materialize in a timely manner the rules and pasture management guidelines shall default to the USDA-NRCS Technical Standard Number 528 and be supported by NRCS Technical Notes Numbers 31 and 32.

Sale, Seizure, and Liens: The Lessee agrees as an element of this lease to waive and relinquish any right of exemption to any of Lessee’s personal property located on the Real Estate from sale or seizure under distress or execution on property that Lessee holds at the time of the execution of this Lease or thereafter acquires as their exemption applies to any claim of Lessor against Lessee resulting from any violation of any term of the Lease. Lessee grants to Lessor, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien on all Lessee’s exempt and non-exempt personal property kept or used on the Real Estate as security for all sums due or which will become due from the Lessee to Lessor.

Lessee acknowledges that Lessor may file with the Iowa Secretary of State a UCC Financing Statement to perfect Lessor’ liens against Lessee’s agricultural products, including the statutory Lessor’ lien and the security interest granted herein. Lessee hereby authorizes Lessor, and their agents and assigns, to file such UCC Financing Statement any time after execution of this lease agreement, which may be prior to the effective date of this Lease.

Yielding possession: The Lessee agrees that on termination of the lease, Lessee will yield possession to the Lessor without further demand or notice. If the Lessee wrongfully withholds possession of the premises after the date of termination, Lessee shall pay to the Lessor [FEE - \$50.00?] per occupied paddock for each day Lessee remains in possession thereafter as liquidated damages.

SECTION XII. OTHER PROVISIONS

This is not a partnership agreement, nor is the relationship a partnership.

This lease is executed in duplicate:

LESSEE
[OPERATION]

LESSOR
Whiterock Conservancy

[SIGNATORY]
[ADDRESS]
[CITY/STATE/ZIP]
[PHONE]

Attn: Carissa Shoemaker, Land Stewardship Director
1436 Highway 141
Coon Rapids, IA 50058
712-790-8221

Sign _____

Sign _____

[SECOND SIGNATORY, IF APPLICABLE]
[ADDRESS]
[CITY/STATE/ZIP]
[PHONE]

Sign _____

ATTACHMENT 1:

LEASED LANDS

[INSERT MAP]



NOTICE OF TERMINATION OF FARM TENANCY

To: [NAME]
[ADDRESS]
[CITY, STATE ZIP]
Date: [DATE]

Dear Lessee:

You and each of your associates are hereby notified that your farm tenancy of Whiterock Conservancy grounds, described below, will terminate and expire on October 31, [YEAR]. Such tenancy will not continue after said date.

- Whiterock Conservancy grounds leased: *[INSERT LEGAL DESCRIPTION, ALSO KNOWN AS FARM NAME]*

You will therefore take notice and govern yourselves accordingly.

This notice is served to you prior to the automatic lease renewal date specified within the lease, and is given to you in accordance with the provision of Chapter 562 of the Code of Iowa, as amended.

Carissa Shoemaker, Land Stewardship Director
Whiterock Conservancy
1436 Highway 141
Coon Rapids, Iowa 50058
712-790-8221

ACCEPTANCE OF SERVICE

The undersigned accept and acknowledge due, timely, and legal service of the foregoing notice and acknowledge receipt of a copy thereof on this date: _____

Dated: _____

Signed: _____

[LESSEE NAME]