

SUGGESTIONS FOR USE

of the

TEXAS GENERAL FARM LEASE FORM AND ANNUAL SUPPLEMENTS

ISSUED BY

**TEXAS AGRICULTURAL EXTENSION SERVICE
THE TEXAS A. & M. COLLEGE SYSTEM AND
THE UNITED STATES DEPARTMENT OF AGRICULTURE**

G. G. GIBSON, DIRECTOR, COLLEGE STATION, TEXAS

SUGGESTIONS FOR USE

of the

TEXAS GENERAL FARM LEASE FORM AND ANNUAL SUPPLEMENTS

J. WHEELER BARGER AND L. P. GABBARD, *Department of Agricultural Economics and Sociology*, AND JOE L. MATTHEWS, *Extension Service*.
TEXAS A. & M. COLLEGE SYSTEM

FOREWORD

The preparation of a Texas general lease form together with suggestions for its use was undertaken in 1946 at the request of numerous landlords, tenants and agricultural workers of the state.

The objectives of the undertaking were:

1. To produce a simplified lease form which would not require redrafting or copying.
2. To develop a form usable in all rental arrangements for all types of crop and livestock enterprises.
3. To foster stability and security by providing a lease form covering major questions which arise in the landlord-tenant relationship, so that agreement may be reached when the lease is made.
4. To provide for definite attention to conservation and other sound agricultural practices.
5. To give information on some of the more important current arrangements as regards contributions and divisions of income between landlords and tenants in principal livestock and crop enterprises.

In the original preparation of the material, the authors had the assistance of an advisory group representing landlords, tenants and various private and governmental agencies in the state. The present issue embodies several changes that use in the field for three years indicates are needed. The material will be revised periodically hereafter whenever desirable changes are indicated through further experience. The assistance of all interested parties is solicited in making improvements.

GENERAL SUGGESTIONS

First: Read these suggestions through carefully before undertaking to fill out the lease form.

Second: The landlord and the tenant should then go through the lease form carefully, signing their initials in all the blank spaces opposite the options or provisions that they select; filling in any blank spaces in options or provisions selected; and writing in and initialing any additional clauses they desire, which do not appear in the form.

Third: Upon completing and signing, the landlord and the tenant should each take and keep a copy of the lease.

EXPLANATIONS OF SPECIFIC PROVISIONS IN THE FORM

For convenience the following suggestions are numbered and entitled the same as are the divisions in the lease form.

I. NAMES OF PARTIES AND DESCRIPTION OF FARM

The names of the parties as filled in should be exactly the same as used in their signatures at the end of the form. The legal description should be given if possible; otherwise the farm should be described with sufficient exactness as to make its identity certain.

II. TERM OF LEASE

A. If the lease is to begin and to terminate on fixed dates, this part should be used.

*Assistance in revising this material was given by C. H. Bates and Cecil Parker, Texas Agricultural Extension Service, J. R. Motheral of the Department of Agricultural Economics and Sociology, Texas A. & M. College System, and J. Hoyle Southern, Bureau of Agricultural Economics, United States Department of Agriculture.

- B. If the lease is to run for one year certain but is to renew automatically annually thereafter unless either party notifies the other to the contrary, this part should be selected. The period of advance notice should be inserted. Four months generally is considered to be the shortest period of proper notice, with six months as more desirable.

III. RENTAL RATES AND ARRANGEMENTS

A. Option One: Cash rent.

1. Portion of Farm

- a. This part will apply when the entire farm is leased for cash.
- b. This part is used when only a portion of the farm is leased on a cash basis. This frequently occurs when the crop land is covered under a crop share arrangement and the pasture land is leased for cash.

2. Amount

- a. This part applies when one lump sum payment is made.
- b. When more than one crop is grown and different cash rent per acre is charged, this part should be used.

B. Option Two: Crop and/or Livestock Share Arrangements

When crops and/or livestock are raised on a share basis, the contributions and divisions of the proceeds between the landlord and the tenant should be entered on an Annual Supplement to the lease. The cropping practices and other arrangements will likely be changed each year.

IV. ALLOWANCES TO TENANT

It is common practice to allow tenants use without compensation of small areas for production for strictly family consumption as follows:

A. Pasturage for livestock and poultry: This usually includes one or more milk cows and calves, work animals, and a small flock of poultry.

B. Area for garden: One-fourth acre, or 3500 row feet is considered the minimum area needed for growing vegetables for home consumption for a family of five. On less fertile land, a larger area is needed.

C. Production from trees: While the area needed will vary greatly between regions, a half acre of fruit is considered the average needed for a family of five for fresh use and processing.

D. Timber for firewood: A common provision is that the tenant may use dead unmarketable wood for fuel, but may not cut live trees except with the consent of the landlord.

V. RESERVATIONS TO LANDLORD: Landlord usually reserves timber rights and production from pecan trees. They also often reserve partial or complete use of larger pastures in general farming areas. These and any rights that the landlord reserves should be entered in this space.

VI. HUNTING AND FISHING RIGHTS: Various practices are found relative to hunting and fishing rights. Usually such rights are of little interest and no mention is made of them. In that case, the tenant exercises control. In some cases the landlord reserves all rights. If hunting and fishing rights are of value, arrangements concerning them should be agreed upon and entered in this space.

VII. CONSERVATION AND IMPROVED FARMING PRACTICES

Since the conservation measures and other improved farming practices to be carried out may differ each year, these items should be entered on an Annual Supplement to the lease.

VIII. IMPROVEMENTS AND REPAIRS

A. Major Improvements and Repairs—Erecting new buildings and making additions to exist-

ing buildings which become a permanent part of the property is the responsibility of the landowner. A suitable dwelling house for the tenant family should be provided. It also includes construction of terraces, wells, ponds and fences along with such outbuildings and facilities as are required normally for carrying on farm enterprises. Frequently tenants do some of the work on major improvements and repairs, especially items desired for their own family housing needs or for distinct enterprises they wish to conduct. This is especially the case under long term leases. In other instances the landlord furnishes all materials and pays the tenant for the labor. All major improvements and repairs to be done should be listed, the date of completion indicated, and the contribution, if any, by the tenant specified.

B. **Minor Repairs:** It is the custom for the tenant to make normal repairs, maintaining terraces and making minor repairs of buildings. When more extensive repairs resulting from floods, windstorms, and fires or age and delapidation of the facilities are needed, the question frequently arises whether the repair is normal or major. Disputes can be avoided by indicating the maximum cost of material and hours of labor the tenant shall contribute on any one repair job. In some instances the landlord may authorize the tenant to make or have made major repairs costing up to a specified amount, but requiring the landlord's approval before incurring obligations in excess of that amount. In case such an arrangement is desired, it may be written in under Section XVI. Other Provisions.

C. **Construction and Removal of Fixtures by Tenants:** Many tenants are willing to construct facilities such as minor buildings, sheds and fences, provided they may remove them or receive compensation for them if not removed when the lease is terminated. This is especially true under cash leases when the tenant desires to do livestock farming. Landlords usually agree that if such facilities are constructed wholly at the tenants' expense, they may be removed. The consent of the landlord may be required so that he can prevent unfavorable locations, unsightly structures or other objectionable features.

D. **Compensation to Tenant for Unexhausted Value of Improvements:** One principal reason for the poor condition of tenant-operated farms is the unwillingness of tenants to contribute toward improvements from which they may not gain the full benefit. This objection may be removed by assurance that the tenant shall have the right to fair compensation for the unexhausted value of his contribution in labor, cash or materials. This would cover such matters as planting and caring for a young orchard, adding fertilizer of a type from which the total benefits would not be realized in one year, spreading manure on fields, seeding alfalfa and other perennial legumes, and clearing land. An increasing number of landlords are finding that the use of this provision encourages longer tenure and results in improvement of their property.

IX. **RECORDS:** Complete and accurate records of farm operations while desirable are not essential in all cases. The landlord is entitled however, to evidence that shows he is receiving his share of the production—such as statements, invoices, sales slips and weight tickets.

X. **NO PARTNERSHIP:** This is a standard provision for the protection of landlord and tenant.

XI. **NO ASSIGNMENT:** Acceptance of this standard provision will avoid any misunderstanding relative to assignment or subletting by tenant.

XII. **RIGHT OF ENTRY:** This provision is recognized universally as fair and protects the landlord or a succeeding tenant against an unreasonable attitude by an outgoing tenant.

XIII. **BREACH:** This section may make it easier for either the landlord or the tenant to get relief in case of material breach or non-performance by the other.

XIV. **ARBITRATION:** This section affords a means for obtaining a fair adjustment of any differences that might arise between the landlord and the tenant.

XV. **MODIFICATIONS IN WRITING:** This will prevent misunderstanding as to any changes subsequently agreed upon.

XVI. **OTHER PROVISIONS:** The spaces under this section are provided for the addition of terms not otherwise covered, that may be desired by the parties to the lease.

**ANNUAL SUPPLEMENTS TO THE LEASE COVERING
CROP AND LIVESTOCK SHARE ARRANGEMENTS, AND CONSERVATION
PRACTICES AND OTHER IMPROVED PRACTICES**

I. Crop Rental Rates and Arrangements—Enter in the columns the proper information under the various headings.

A. Contributions and Division of Crops—Some of the more common practices regarding various crops are noted below. The list is not complete nor are all arrangements necessarily endorsed as equitable. In all instances the landlord furnishes the land and facilities and the tenant furnishes all labor, equipment and operating costs.

1. Cotton: The landlord pays for one-fourth of the fertilizer and insecticides if applied and one-fourth of the ginning costs, bagging and ties, and the marketing expense, if any, after the cotton is ginned. The tenant pays three-fourths of the cost of these items and all other production expenses. The landlord receives one-fourth of the lint and the seed, and the tenant three-fourths.
2. Corn: The landlord furnishes one-third of the fertilizer, if any is used, and receives one-third of the crop. The tenant pays for the other two-thirds of the fertilizer, if applied, and gets two-thirds.
3. Grains: For wheat, oats, rye and barley or other small grains, the landlord may pay one-fourth to one-third of the cost of fertilizer and of combining and hauling to market. He receives one-fourth to one-third. The tenant contributes all other costs and gets two-thirds to three-fourths of the crop.
4. Grain sorghum for grains: The landlord pays one-fourth to one-third of the costs of fertilizer and of combining and delivering grain to market and receives one-fourth to one-third. The tenant bears all other production and marketing expenses and receives two-thirds to three-fourths.
5. Hay—native: The landlord pays one-third of the cost of baling and one-third of the expense of hauling to market. He receives one-third. The tenant contributes all other costs and gets two-thirds.
6. Hay—tame or forage crops: The landlord pays for one-third of the fertilizer, baling and delivery to market, and receives one-third. The tenant bears all other expenses and receives two-thirds.
7. Peanuts: The landlord pays for one-fourth of the fertilizer, the threshing and the baling and gets one-fourth of the nuts and hay. The tenant pays all other costs and gets three-fourths.
8. Alfalfa: If the field is already in alfalfa the landlord contributes nothing more and receives one-half. The tenant furnishes equipment and wire, does the baling and receives one-half. If the field is to be put into alfalfa the landlord may buy the seed and allow the tenant at least three-fourths of the first crop.
9. Commercial orchards
 - a. Peaches: If the trees are bearing, the landlord pays for one-half of the fertilizer and one-half of the spraying materials and receives one-half of the crop. The tenant does all pruning, cultivating, spraying, harvesting, and hauling to market. He provides all the equipment and containers. He also pays for one-half of the fertilizer and spraying materials and receives one-half of the crop.
 - b. Citrus: Renting citrus orchards on a share basis is reported to have practically ceased during the war. Previously leases covering bearing trees frequently provided that the landlord would pay one-half of the production and marketing expenses and receive one-

half of the crop. The tenant would pay the other half, furnish all equipment and receive one-half.

10. Vegetables: Practically all land leased for the production of vegetables currently appears to be on a cash basis, except:
 - a. Irish potatoes: The tenant pays all production costs including seed and gives the landlord one-sixth.
 - b. Onions: The landlord furnishes all plants and pays from one-third to one-half of the harvesting expense and receives one-third. The tenant contributes the remaining expenses and receives two-thirds.
 - c. Sweet potatoes: The landlord pays for one-fourth of the fertilizer, the seed or slips and the crates and gets one-fourth of the proceeds. The tenant provides all other costs and receives three-fourths.
 - d. Watermelons: The landlord pays for one-fourth of the fertilizer and the hauling expenses and gets one-fourth. The tenant receives three-fourths and contributes all other costs.
11. Timber: The landlord usually leases grazing rights only on timber land, and makes other agreements relative to the harvest of timber. Arrangements may be made, however, for the tenant to harvest timber under the following plan. The landlord designates the trees to be cut, and furnishes the power equipment. The tenant furnishes his own tools for cutting and banking timber products. For poles, piling and saw logs the landlord gets 60% and the tenant 40%; for hacked ties and pulpwood, the landlord 30% and the tenant 70%. If either party hauls the products to market, he usually receives 25% of the delivered price and the remainder is divided between them on above basis. If the foregoing plan is desired, it may be added under Section XVI. "Other Provisions" of the lease.
12. Pecans: The landlord usually reserves the exclusive right to the pecan crop. Sometimes he allows the tenant a certain portion of the yield up to as much as half, for threshing and harvesting, or makes an agreement with the tenant to thresh and harvest the crop for a stated price per pound.
13. Rice: The landlord furnishes the seed and the water, pays one-half of the hauling and other marketing expenses and gets one-half of the crop. The tenant contributes all other production costs including harvesting and gets one-half.

B. Disposition to be made of Landlord's Share: The tenant may dispose of the landlord's share of the crop as follows:

1. Put it in good stacks or storage on the farm for the landlord to dispose of as he chooses, or
2. Deliver it to be subject to the disposal of the landlord, or
3. Market it along with his own and (1) turns over to the landlord's share of the proceeds to him or (2) deposits the proceeds in a designated bank to his credit.

II. Livestock Share Arrangements—This section should be used to cover operations of livestock enterprises in which the landlord and the tenant have an interest in common. Appropriate data should be entered in the columns under the various headings. Livestock share arrangements are more common in the general farming areas of the state. In the cases known to be in operation under this form of leasing, the following are some of the more common arrangements used:

A. Contributions and Division of Livestock

1. Beef Cattle: The landlord provides all facilities; pays for one-half of all breeding stock, feed purchased, equipment, serum, veterinary fees, taxes and insurances and other operating expenses. The tenant pays for the other half of the breeding stock, equipment, and operating expenses. He also provides all labor in caring for the livestock, producing feed, and hauling. He receives one-half of all livestock or other products sold, and the landlord gets half. In the event the tenant is unable to contribute one-half of the cost or value of the breeding stock and equipment, the landlord may purchase or furnish everything and take a note from the tenant covering his half interest.

TEXAS GENERAL FARM LEASE FORM*

I. NAMES OF PARTIES AND DESCRIPTIONS OF FARM

It is mutually agreed that _____
(Name of Landlord)
 of _____, hereinafter called
(Landlord's Address)
 "landlord", hereby leases to _____ of
(Name of Tenant)
 _____, hereinafter called "Tenant",
(Tenant's Address)
 a farm of approximately _____ acres, situated in _____ County, Texas,
 and described as follows: _____

The terms and conditions of the lease are embodied in the statements, opposite which both parties have affixed their initials, as follows:

II. TERM OF LEASE

- A. Option One: This lease shall run only from _____, 19____ to _____, 19____.
- B. Option Two: This lease shall run one year beginning _____, 19____, but shall continue from year to year thereafter unless either party gives written notice to the other at least _____ months before the expiration date of any contract year.

III. RENTAL RATES AND ARRANGEMENTS

- A. Option One: Cash Rent. As rent, the tenant agrees to pay cash as follows:
1. Portion of farm
- a. All of farm
- b. Part of farm as follows: _____
2. Amount
- a. The annual sum of \$ _____, payable as follows: _____
- b. Rates per acre on crops or pasture land as follows:

Crop on Pasture	No. of Acres	Cash Rent Per Acre	Total Amount of Payment	When Payment is Due
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*—Prepared by J. Wheeler Barger and L. P. Gabbard, Department of Agricultural Economics and Sociology, and Joe L. Matthews, Agricultural Extension Service, Texas A. & M. College System.

B. Option Two: Crop and/or Livestock Share Arrangements

On all land except any covered under Option One above, crops, and/or livestock shall be produced and divided according to arrangements embodied in Annual Supplements which are part of this agreement, the first of which Annual Supplement bears the same date as this lease.

IV. ALLOWANCES TO TENANT. The Tenant Shall Have the Use Without Charge of the Following:

A. Pasturage for livestock and poultry as follows: _____

B. Area for garden for family use only as follows: _____

C. Production from trees as follows: _____

D. Timber for firewood only as follows: _____

V. RESERVATIONS TO LANDLORD: The following rights are reserved to the landlord: _____

VI. HUNTING AND FISHING RIGHTS: Hunting and fishing rights shall be governed as follows:

VII. CONSERVATION AND OTHER IMPROVED PRACTICES. The farm shall be operated with

due regard for the conservation of resources and for improved farming practices. The specific measures to be carried out are embodied in Annual Supplements which are part of this agreement, the first of which Annual Supplement bears the same date as this lease.

VIII. IMPROVEMENTS AND REPAIRS

A. Improvements and Repairs: The landlord agrees to make such major repairs as are required to keep the farm in usable condition. He also agrees specifically to do the following:

Major Improvement or Repair	Date to be Completed	Contribution, if any, by Tenant
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Minor Repairs: The tenant agrees to make all normal minor repairs of buildings, fences, and other facilities required to keep them in good condition. It is agreed that a "minor repair" shall be considered as one requiring materials costing not over \$_____, and labor not exceeding _____ hours of work on any one job.

TEXAS GENERAL FARM LEASE FORM *

I. NAMES OF PARTIES AND DESCRIPTIONS OF FARM

It is mutually agreed that _____
(Name of Landlord)
of _____, hereinafter called
(Landlord's Address)
“landlord”, hereby leases to _____ of
(Name of Tenant)
_____, hereinafter called “Tenant”,
(Tenant's Address)
a farm of approximately _____ acres, situated in _____ County, Texas,
and described as follows: _____

The terms and conditions of the lease are embodied in the statements, opposite which both parties have affixed their initials, as follows:

II. TERM OF LEASE

- A. Option One: This lease shall run only from _____, 19____ to _____, 19____.
- B. Option Two: This lease shall run one year beginning _____, 19____, but shall continue from year to year thereafter unless either party gives written notice to the other at least _____ months before the expiration date of any contract year.

III. RENTAL RATES AND ARRANGEMENTS

- A. Option One: Cash Rent. As rent, the tenant agrees to pay cash as follows:
1. Portion of farm
- a. All of farm
- b. Part of farm as follows: _____
2. Amount
- a. The annual sum of \$ _____, payable as follows: _____
- b. Rates per acre on crops or pasture land as follows:

Crop on Pasture	No. of Acres	Cash Rent Per Acre	Total Amount of Payment	When Payment is Due
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*—Prepared by J. Wheeler Barger and L. P. Gabbard, Department of Agricultural Economics and Sociology, and Joe L. Matthews, Agricultural Extension Service, Texas A. & M. College System.

B. Option Two: Crop and/or Livestock Share Arrangements

On all land except any covered under Option One above, crops, and/or livestock shall be produced and divided according to arrangements embodied in Annual Supplements which are part of this agreement, the first of which Annual Supplement bears the same date as this lease.

IV. ALLOWANCES TO TENANT. The Tenant Shall Have the Use Without Charge of the Following:

A. Pasturage for livestock and poultry as follows: _____

B. Area for garden for family use only as follows: _____

C. Production from trees as follows: _____

D. Timber for firewood only as follows: _____

V. RESERVATIONS TO LANDLORD: The following rights are reserved to the landlord: _____

VI. HUNTING AND FISHING RIGHTS: Hunting and fishing rights shall be governed as follows:

VII. CONSERVATION AND OTHER IMPROVED PRACTICES. The farm shall be operated with

due regard for the conservation of resources and for improved farming practices. The specific measures to be carried out are embodied in Annual Supplements which are part of this agreement, the first of which Annual Supplement bears the same date as this lease.

VIII. IMPROVEMENTS AND REPAIRS

A. Improvements and Repairs: The landlord agrees to make such major repairs as are required to keep the farm in usable condition. He also agrees specifically to do the following:

Major Improvement or Repair	Date to be Completed	Contribution, if any, by Tenant
-----------------------------	----------------------	---------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Minor Repairs: The tenant agrees to make all normal minor repairs of buildings, fences, and other facilities required to keep them in good condition. It is agreed that a "minor repair" shall be considered as one requiring materials costing not over \$_____, and labor not exceeding _____ hours of work on any one job.

C. Construction and Removal of Fixtures by Tenant: With the consent of the landlord, the tenant may add improvements or facilities at his own expense. He shall have the right to remove them even though they are legally fixtures, but shall have no right to compensation for them except as mutually agreed.

D. Compensation to Tenant for Unexhaustable Value of Improvements: If this lease is terminated, the tenant shall be entitled to payment for the unexhausted value of his contribution to the the cost of any improvement made under any agreement with the landlord.

IX. RECORDS: The tenant agrees to keep records on all matters of joint interest and to make available to the landlord upon request. It is agreed that such records among others shall cover specifically the following items:

- A. _____, C. _____, E. _____
 B. _____, D. _____, F. _____

X. NO PARTNERSHIP: This lease does not give rise to a partnership. Neither party shall have authority to bind the other without his written consent.

XI. NO ASSIGNMENT: The tenant shall not have the right to assign this lease nor sublet any portion of the farm without written consent of the landlord.

XII. RIGHT OF ENTRY

A. The landlord shall have the right, in person or by agent, to enter upon the farm to make inspections, repairs, or improvements. In case this lease is not to be renewed, the landlord or the incoming tenant shall have the right before it expires to do plowing or other work on the farm when doing so will cause no damage or interference to the present tenant.

B. The landlord reserves the right to authorize oil and mineral operations on the farm at any time, but shall be responsible to the tenant for any damage to crops or livestock and for losses resulting from actual interference with farm operations, due to oil and mineral operations.

C. If the tenant abandons the crops or livestock the landlord shall have the right immediately to enter and save them, charging any additional expense of doing so against the tenant's interest in the same.

XIII. BREACH: If either party wilfully neglects or refuses to carry out any material provision, the other party shall have the right, in addition to compensation for damages, to terminate the lease. He may do so by serving written notice on the party at fault, specifying the violations of the agreement. If such violations are not corrected within 30 days, the lease shall be terminated.

XIV. ARBITRATION: If parties to this lease cannot reach an agreement on any matter, the difference shall be submitted to an Arbitration Committee. The Committee shall be composed of three disinterested persons, one selected by each party hereto and the third by the two others thus selected. The findings shall be binding on both parties.

XV. MODIFICATIONS IN WRITING: Modifications in this agreement shall be in writing.

XVI. OTHER PROVISIONS:

- A. _____
- B. _____
- C. _____
- D. _____

In testimony whereof witness our hands to two copies at _____, Texas on this the _____ day of _____, 19____ A. D.

Witnesses as to both signatures:

_____ (Landlord) (seal)

_____ (Tenant) (seal)

* _____ (Wife of Landlord)

*ACKNOWLEDGEMENT BY LANDLORD'S WIFE

The State of Texas, County of _____.

Before me, the undersigned authority, on this day personally appeared _____, wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this _____ day of _____, A. D. 19____.

Notary Public in and for _____ County, Texas.

*NOTE: To be signed and acknowledged only when farm is the family homestead and lease is to run longer than one year.

C. Construction and Removal of Fixtures by Tenant: With the consent of the landlord, the tenant may add improvements or facilities at his own expense. He shall have the right to remove them even though they are legally fixtures, but shall have no right to compensation for them except as mutually agreed.

D. Compensation to Tenant for Unexhaustable Value of Improvements: If this lease is terminated, the tenant shall be entitled to payment for the unexhausted value of his contribution to the the cost of any improvement made under any agreement with the landlord.

IX. RECORDS: The tenant agrees to keep records on all matters of joint interest and to make available to the landlord upon request. It is agreed that such records among others shall cover specifically the following items:

A. _____, C. _____, E. _____

B. _____, D. _____, F. _____

X. NO PARTNERSHIP: This lease does not give rise to a partnership. Neither party shall have authority to bind the other without his written consent.

XI. NO ASSIGNMENT: The tenant shall not have the right to assign this lease nor sublet any portion of the farm without written consent of the landlord.

XII. RIGHT OF ENTRY

A. The landlord shall have the right, in person or by agent, to enter upon the farm to make inspections, repairs, or improvements. In case this lease is not to be renewed, the landlord or the incoming tenant shall have the right before it expires to do plowing or other work on the farm when doing so will cause no damage or interference to the present tenant.

B. The landlord reserves the right to authorize oil and mineral operations on the farm at any time, but shall be responsible to the tenant for any damage to crops or livestock and for losses resulting from actual interference with farm operations, due to oil and mineral operations.

C. If the tenant abandons the crops or livestock the landlord shall have the right immediately to enter and save them, charging any additional expense of doing so against the tenant's interest in the same.

XIII. BREACH: If either party wilfully neglects or refuses to carry out any material provision, the other party shall have the right, in addition to compensation for damages, to terminate the lease. He may do so by serving written notice on the party at fault, specifying the violations of the agreement. If such violations are not corrected within 30 days, the lease shall be terminated.

XIV. ARBITRATION: If parties to this lease cannot reach an agreement on any matter, the difference shall be submitted to an Arbitration Committee. The Committee shall be composed of three disinterested persons, one selected by each party hereto and the third by the two others thus selected. The findings shall be binding on both parties.

XV. MODIFICATIONS IN WRITING: Modifications in this agreement shall be in writing.

XVI. OTHER PROVISIONS:

- A. _____
- B. _____
- C. _____
- D. _____

In testimony whereof witness our hands to two copies at _____, Texas on this the _____ day of _____, 19____ A. D.

Witnesses as to both signatures:

 _____ (Landlord) (seal)

 _____ (Tenant) (seal)

* _____
 (Wife of Landlord)

*ACKNOWLEDGEMENT BY LANDLORD'S WIFE

The State of Texas, County of _____.

Before me, the undersigned authority, on this day personally appeared _____, wife of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this _____ day of _____, A. D. 19____.

Notary Public in and for _____
County, Texas.

*NOTE: To be signed and acknowledged only when farm is the family homestead and lease is to run longer than one year.

Guide Copy—for Educational Use

ANNUAL SUPPLEMENT TO TEXAS GENERAL FARM LEASE FORM*

*Covering Cropping and Livestock Share Arrangements, Conservation
Practices and Other Improved Practices.*

For the Year 19_____

This Annual Supplement shall, for the year 19_____, be considered a part of a lease between_____ and _____
(name of landlord) (name of tenant)

dated_____, 19____ and covering a farm of approximately_____acres
situated in _____ County, Texas.

I. CROP RENTAL RATES AND ARRANGEMENTS. Arrangements for the production of crops on a share basis shall be as follows:

Crop	Approximate No. Acres	Landlord Contributes Other Than Land	Tenant Contributes Other Than Labor	Landlord's Share	Tenant's Share	Disposition to be Made of Landlord's Share
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

II. LIVESTOCK SHARE ARRANGEMENTS: Arrangements for livestock enterprises shall be as follows:

A. Contributions and Division of Proceeds

Livestock Enterprise	Approximate Number	Landlord Contributes Other Than Labor	Tenant Contributes Other Than Labor	Landlord's Share	Tenants' Share	Disposition to be Made of Landlord's Share
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

B. Taxes and Insurance: The taxes and insurance, if any, shall be shared by the landlord and the tenant in proportion to their interests in the livestock.

C. Division of Animals: When animals are to be divided, and an agreement concerning their division otherwise cannot be reached, the following procedure shall be followed:

*—By J. Wheeler Barger and L. P. Gabbard, Department of Agricultural Economics and Sociology, and Joe L. Matthews, Agricultural Extension Service, Texas A. & M. College System.

III. CONSERVATION AND IMPROVED FARMING PRACTICES

A. Approved Practices under Government Programs: Conservation and other practices for which contributions will be made by the government shall be carried out as follows:

Practice	Extent to be Carried out	Landlord's Contribution	Landlord's Share of Government Payment	Tenant's Contribution	Tenant's Share of Government Payment
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

B. Other Improved Farming Practices: Other improved farming practices that shall be carried out are as follows:

Practice	Contribution, if any, by landlord
_____	_____
_____	_____
_____	_____

C. Maintenance of Conservation Structures: Conservation structures shall be maintained as follows:

Kind of Structure	Work to be Done	Landlord's Contribution	Tenant's Contribution
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

D. Soil Conservation District Plan for Farm: The farm is covered in a cooperative agreement between the landlord and the _____ Soil Conservation District, and the tenant agrees to operate the farm in accordance with the complete soil conservation and land use plan prepared under said cooperative agreement.

In testimony whereof, witness our hands to two copies at _____, Texas on this the _____ day of _____, 19_____.

Witnesses as to both signatures:

 _____ (seal)
 Signature of Landlord

 _____ (seal)
 Signature of Tenant

ANNUAL SUPPLEMENT TO TEXAS GENERAL FARM LEASE FORM*

*Covering Cropping and Livestock Share Arrangements, Conservation
Practices and Other Improved Practices.*

For the Year 19____

This Annual Supplement shall, for the year 19____, be considered a part of a lease between_____

and_____

(name of landlord)

(name of tenant)

dated_____, 19____ and covering a farm of approximately_____acres
situated in _____County, Texas.

I. CROP RENTAL RATES AND ARRANGEMENTS. Arrangements for the production of crops on a share basis shall be as follows:

Crop	Approximate No. Acres	Landlord Contributes Other Than Land	Tenant Contributes Other Than Labor	Landlord's Share	Tenant's Share	Disposition to be Made of Landlord's Share
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

II. LIVESTOCK SHARE ARRANGEMENTS: Arrangements for livestock enterprises shall be as follows:

A. Contributions and Division of Proceeds

Livestock Enterprise	Approximate Number	Landlord Contributes Other Than Labor	Tenant Contributes Other Than Labor	Landlord's Share	Tenants' Share	Disposition to be Made of Landlord's Share
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

B. Taxes and Insurance: The taxes and insurance, if any, shall be shared by the landlord and the tenant in proportion to their interests in the livestock.

C. Division of Animals: When animals are to be divided, and an agreement concerning their division otherwise cannot be reached, the following procedure shall be followed:

*—By J. Wheeler Barger and L. P. Gabbard, Department of Agricultural Economics and Sociology, and Joe L. Matthews, Agricultural Extension Service, Texas A. & M. College System.

I. CONSERVATION AND IMPROVED FARMING PRACTICES

A. Approved Practices under Government Programs: Conservation and other practices for which contributions will be made by the government shall be carried out as follows:

Practice	Extent to be Carried out	Landlord's Contribution	Landlord's Share of Government Payment	Tenant's Contribution	Tenant's Share of Government Payment
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

B. Other Improved Farming Practices: Other improved farming practices that shall be carried out are as follows:

Practice	Contribution, if any, by landlord
_____	_____
_____	_____
_____	_____

C. Maintenance of Conservation Structures: Conservation structures shall be maintained as follows:

Kind of Structure	Work to be Done	Landlord's Contribution	Tenant's Contribution
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

D. Soil Conservation District Plan for Farm: The farm is covered in a cooperative agreement between the landlord and the _____ Soil Conservation District, and the tenant agrees to operate the farm in accordance with the complete soil conservation and land use plan prepared under said cooperative agreement.

In testimony whereof, witness our hands to two copies at _____, Texas
 on this the _____ day of _____, 19_____.

Witnesses as to both signatures:

 Signature of Landlord (seal)

 Signature of Tenant (seal)

2. Dairying: The landlord furnishes all facilities, equipment, and a half interest in the cows. He also pays one-half of all operating expenses except labor. The tenant holds one-half interest in the cows, giving the landlord a note for his share if he is unable to pay cash. He provides all labor for operating the dairy, including the raising of feed crops. All production is divided equally between landlord and tenant. This includes receipts from sale of milk, cows removed from herd, calves raised and any excess feed produced and sold.
 3. Poultry: The landlord provides all facilities and equipment and pays for one-half of the stock, feed and other operating expenses except labor. The tenant furnishes all labor and one-half of the operating expenses. The income is divided equally.
 4. Sheep and goats: The landlord contributes all facilities and equipment, one-half of the value of the breeding stock and pays one-half of all operating expenses, including feeds purchased, medicines and shearing. The tenant contributes one-half the cost of the breeding animals, provides all labor in caring for the animals and growing feed, and pays one-half of the operating expenses. The landlord and tenant share equally in the income from wool or mohair and animals sold.
 5. Swine: The landlord may provide the breeding stock and half of the feed and receive one-half. The landlord may instead furnish the breeding stock only and take as his share one 200 to 225 lb. marketable hog per litter and also be entitled to proceeds from the sale of old broodswows. The tenant furnishes all labor and feed and gets all hogs raised except one per litter.
- B. Disposition of landlord's share: The tenant usually sells the animals or the products and either deposits the proceeds in a common fund or turns over the landlord's share to him or to his bank for his credit.
- C. Taxes and Insurance on the Livestock: It is usually agreed that while both parties hold an equitable interest in the livestock, the legal title vests in the landlord. The landlord then makes the renditions and pays the taxes, and is reimbursed by the tenant proportionate to his interest. Insurance, when carried, is likewise usually written in the landlord's name, but with the tenant reimbursing the landlord for his portion of the premium and entitled to receive from him his share of the claim in event of losses.
- D. Division of Animals: Division of any animals to be removed from the herd or flock while the arrangement is in force, or of all the animals in case of termination is handled variously as follows: (a) By agreement, (b) By the two parties drawing lots for first choice of an animal and the other party then choosing one, and continuing alternately until all are divided, (c) By the tenant dividing the animals into two lots and giving the owner his choice, and (d) By selling the animals and dividing the proceeds.

III. CONSERVATION AND OTHER IMPROVED PRACTICES:

A. Approved Agricultural Conservation Program Practices:

Assistance in the form of cash payments or materials is available in 1949 from the Production and Marketing Administration for carrying out approved conservation practices. This program may be changed hereafter.

The Landlord and the tenant should agree as to (1) the conservation practices to be undertaken, (2) the contribution to be made by each in doing so, and (3) the division of the government payments. The general rule with respect to division of earned payments is that when a practice is carried out with materials or services furnished by the Production and Marketing Administration, the party receiving such materials or services shall be entitled to all payments earned.

Payments earned in carrying out other practices, not involving the supplying of materials or services, shall be divided between the landlord and the tenant in the proportion that the county Agricultural Conservation Committee determines that they respectively contribute toward the cost of carrying out the practice. Details of payments earned for various conservation and soil

building practices are found in annual P.M.A. handbooks. Regardless of future changes landlords and tenants would do well to include some of these practices in their farm program.

- B. Other Improved Practices: Any practices to be carried out that are not covered under "Approved PMA practices" above should be entered in these spaces; they include (a) limiting the number of animals in pastures and rotating livestock between pastures, (b) applying barnyard manure to land, (c) controlling noxious weeds and plants, (4) cutting weeds and brush along fence rows, (e) avoiding burning off pastures, fields and woodlands, (f) controlling rodents, (g) using improved planting seed, (h) treating planting seeds for disease prevention, (i) controlling plant insects, (j) controlling external and internal parasites, (k) using better sires, (l) participating in an artificial insemination program, (m) landscaping the farm home, (n) planting an orchard or vineyard, and (o) mowing pastures. Frequently landlords pay part of the cost of such improved farm practices. Any desirable practice that the tenant would not be expected normally to follow and the contribution if any, that the landlord will make should be named.

C. Maintenance of Conservation Structures:

When conservation structures, such as terraces, diversions, farm ponds, and drainage and irrigation facilities are found on farms, definite arrangements should be made for their maintenance and repair. The following arrangements with respect to such structures are as follows:

1. Terraces: At least one maintenance plowing should be done each year in addition to regular plowing or breaking the land. Definite arrangement should be made as to the contribution of the landlord and tenant.
2. Diversion: Maintenance of vegetative cover ordinarily requires only seasonal mowing. This is usually the responsibility of the tenant.
3. Farm Ponds: Proper grazing is usually adequate for maintenance of the watershed area. Providing fencing and watering troughs at the pond is the responsibility of the landlord.
4. Drainage and Irrigation Structures: Maintenance of permanent structures is a joint responsibility of the landlord and tenant. Definite arrangements should be made as to the contribution of each.

- D. Soil Conservation District Plans for Farms: Since much of the farm land in the state is within State Soil Conservation Districts, the landlords, or the landlord and the tenant may make contracts with the District for the use of the land in accordance with its capabilities and its conservation needs. When such a plan has been prepared for the farm and the tenant agrees to follow it, this section should be initialed.