

## OKLAHOMA FARM LEASE AGREEMENT

**I. NAMES OF PARTIES AND DESCRIPTION OF PROPERTY.**

This lease is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_, landlord, of \_\_\_\_\_ ADDRESS and \_\_\_\_\_, tenant, of \_\_\_\_\_ ADDRESS hereinafter called the landlord and tenant respectively, where the terms and conditions that follow, a farm of approximately \_\_\_\_\_ acres, situated in \_\_\_\_\_ county, Oklahoma, and described as follows:

**II. TERM OF LEASE**

The term of this lease shall be \_\_\_\_\_ year(s) from \_\_\_\_\_ MONTH \_\_\_\_\_ DAY, 20\_\_\_\_ to \_\_\_\_\_ MONTH \_\_\_\_\_ DAY, 20\_\_\_\_, and this lease shall continue in effect from year to year thereafter until written notice of termination is given by either party to the other on or before the \_\_\_\_\_ DAY day of \_\_\_\_\_ MONTH before the expiration of this lease or any renewal thereof.

**III. RENTAL RATES AND ARRANGEMENTS (Options not applicable to be stricken)**

*Option A. Crop Share Rent*

As rent the tenant agrees to pay or give shares or quantities of the following crops.

Crop	Approximate No. Acres	Landlord's Share	Tenant's Share	Distribution of landlord's share
1..				
2.				
3.				
4.				

*Option B. Livestock Share Rent.*

As rent the tenant agrees to pay or give shares or quantities of the following livestock:

Kind	Approximate No. to be kept on farm	Landlord's share	Tenant's Share	Distribution of Increase
1..				
2.				
3.				
4.				

*Option C. Cash Rent*

As rent or partial rent for the farm, the tenant agrees to pay the total sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) per year. Cash rent will be paid at (place) \_\_\_\_\_ and as follows: (time) \_\_\_\_\_.

IV. FARM OPERATION

A. The necessary equipment shall be furnished and farm operating expenses divided between the landlord and tenant as follows:

Equipment	Furnished by		Operating Equipment	Proportionate Share	
	Landlord	Tenant		Landlord	Tenant
All Equipment Exception			All Operating Exception		

Note:

V. CONSERVATION AND IMPROVED FARMING PRACTICES:

A. *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 prepared under the said cooperative agreements.

B. *Conservation and/or other practices.* Payments which can be earned by participation in the Government Farm Programs shall be carried out as follows:

Practice and Extent	Contributions		Share of Government Payments	
	Landlord	Tenant	Landlord	Tenant
1.				
2.				
3.				
4.				

C. *Other Improved Practices:* Other improved farming practices which the landlord and tenant agree will be mutually beneficial to both parties:

Practices and Extent	Contributions by landlord
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

VI. IMPROVEMENTS AND REPAIRS

A. The landlord agrees to furnish materials for normal maintenance and repairs to maintain the farm in its customary condition. The tenant will furnish ordinary labor and haul the materials for these repairs, it being mutually agreed that skilled labor will be provided by the landlord.

B. Additional major improvements to be provided by the landlord are as follows:

Kind	Date

C. *Construction and Removal of Fixtures by Tenant:* With the written consent of the landlord, the tenant may add improvements 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 Unexhausted Value of Improvements:* In event of termination of this lease, the tenant shall be entitled to payment for the unexhausted value of his contribution to the cost of improvements made with the consent of the landlord according to the following schedule:

Proportion remaining unexhausted after:

Improvement	1 Year	2 Years	3 Years	4 Years	5 Years
Rock Phosphate					
Ground Limestone					
Terraces					

VII. RECORDS

Records on all matters of joint interest shall be kept by the tenant and shall be available to the landlord upon request. The records shall specify the following items:

A. \_\_\_\_\_  
B. \_\_\_\_\_

C. \_\_\_\_\_  
D. \_\_\_\_\_

VIII. NONPARTNERSHIP AGREEMENT

This lease does not give rise to a partnership. Neither party shall have authority to bind the other without his written consent.

IX. RIGHT OF ENTRY

The landlord shall have the right, in person or by agent, to enter upon the farm for 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.

X. ARBITRATION.

If parties to this lease cannot reach an agreement on any matter, or problem, the questions shall be submitted to an Arbitration Committee. This committee shall be composed of three disinterested persons, one selected by each party hereto and the third by the two thus selected.

XI. IT IS MUTUALLY AGREED THAT.

(a) This lease shall bind and shall inure to the benefits of the heirs, executors, administrators, and assigns of both parties.

(b) If either party willfully neglects or refuses to carry out any material provision, the other party shall have the right, in addition to compensation for damage, to terminate the lease. He shall do so by written notice on the party at fault, specifying the violations of the agreement. If violations are not corrected within 30 days, the lease shall be terminated.

XII. ADDITIONAL AGREEMENTS AND MODIFICATIONS:

Any additions to this contract or changes therein shall be in writing, and when so signed and executed before witnesses and attached hereto shall become a part hereof.

XIII. In testimony, whereof witness our hands at \_\_\_\_\_, Oklahoma, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ A.D.

Witnesses as to both signatures,

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Landlord)  
\_\_\_\_\_  
(Tenant)

**BETWEEN**

---

**(Landlord)**

---

---

**(Tenant)**

---

---

---

For \_\_\_\_\_  
(Common name or number of farm)

In \_\_\_\_\_ County

State of \_\_\_\_\_

**EFFECTIVE**

From \_\_\_\_\_, 20\_\_\_\_

To: \_\_\_\_\_, 20\_\_\_\_

---

---

Renewed \_\_\_\_\_, 20\_\_\_\_

From: \_\_\_\_\_, 20\_\_\_\_

To: \_\_\_\_\_, 20\_\_\_\_

---

---

**Lease Form Prepared by  
Department of Agricultural Economics  
Oklahoma State University  
Stillwater, Oklahoma**