This form can provide the owner 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.

Iowa Cash Rent Farm Lease (Short Form) for 20____

Owner (s): _____

Operator (s):_____

1. **Legal Description:**

2. **Term of Lease:** Beginning March 1, 20____, and ending the last day of February, 20____. Continuing thereafter from year to year, unless terminated by either party according to Iowa Law on or before September 1 effective the following March 1.

3. There are _____contract acres available according to county FSA records (FSA form 578).

   The following housing, buildings and storage structures located on the Real Estate may be used by the Operator for the following purposes:

Structure	Purpose
_____	_____
_____	_____
_____	_____

   In the event of damage or destruction of buildings or structures listed above the Owner will have the option to replace them or provide their functional equivalent to the Operator for the purpose described above within a reasonable period of time, or make adjustments to the terms of this lease in lieu of replacement.

4. **Cash Rent:** Operator agrees to pay the Owner cash rent for the use of part or all of the Real Estate as follows:

Description			Amount
Cropland	_____acres	@ $_____/acre	$ _____
Cropland	_____acres	@ $_____/acre	$ _____
Established hay land	_____acres	@ $_____/acre	$ _____
Pasture	_____acres	@ $_____/acre	$ _____
Buildings and storage structures, housing			$ _____
Total annual rent			$ _____

   The cash rent shall be due and payable as follows: Due Date _____ Amount $ _____
   Due Date _____ Amount $ _____
   Due Date _____ Amount $ _____

All cash rent is to be mailed or delivered to the Owner at: _____

_____

5. **USDA Commodity Program Payments:** Payments shall be paid to the Operator unless otherwise agreed on with the Farm Service Agency.

6. **Recreational Use:** Use of the real estate is not allowed for hunting or other recreational purposes without written consent of the Owner.

7. **Division of Expense:** All crop production expenses are the responsibility of the Operator. Cost of lime and application will be treated as follows: _____

8. **Expenses:** No expense shall be incurred by the Operator for or on account of the Owner without first obtaining written permission from the Owner. The Operator agrees to take no actions that might cause a mechanic's or other lien to be imposed upon the Real Estate and agrees to indemnify the Owner if actions are taken by the Operator that result in such a lien being imposed.

9. **Repair and Maintenance:** Minor repairs for buildings and fences: Owner will furnish all materials and Operator will provide the labor at no charge. New fence: Owner to furnish all materials and one-half of the cost of labor. Operator to provide one-half of the labor and all of the equipment to construct fence. Owner will pay 100% of the cost to clear fence row when necessary.

10. **Operator's Duties:** Operator agrees to operate the farm in an efficient and steward-like manner, control weeds and brush in the fields, fence rows, and road ditches, provide proper maintenance to control erosion and maintain terraces, waterways, and tiles, and building lots and all other areas of the farm where access is possible. The Operator agrees to furnish to the Owner by December 15 an annual report including 1) a summary of fertilizer, lime, and pesticide application records and 2) production or yield information about harvested crops each year, such as may be required for participation in Farm Service Agency programs or for setting crop insurance actual production history yields, and to use measurement methods acceptable for these purposes. Operator agrees, on termination of the lease, to yield prompt possession of the farm to the Owner and to leave the premises in as good condition as before they took possession or to compensate the Owner for damages.

11. **Owner's Duties:** Owner agrees to warrant and defend the Operator's possession against all persons as long as this lease remains in effect. The Owner will promptly pay real property taxes and carry insurance on his/her interest in the property.

12. **Harvested Crop's Aboveground Plants:** Operator does not have the right to take any part of the harvested crop's aboveground plant without the express written permission of the Owner. This includes burning or removing any crop residues from the property.

13. **Transfer of Interest:** The Operator agrees not to lease or sublet any part of the Real Estate nor assign this lease to any other person or entity, nor sublease any or all of the property described herein without prior written permission of the Owner. This lease shall be binding upon the heirs, assignees, or successors in interest of both parties. If the Owner should sell or otherwise transfer title to the Real Estate, the Owner will do so subject to the provisions of this lease.

14. **Changes in Lease Terms:** The conduct, representation, or statement of either party, by act or omission, shall not be construed as a material alteration of this lease until such provision is reduced to writing and executed by both parties as an addendum to this lease.

15. **Right of Entry:** The Owner reserves the right to enter the premises at any time for any reasonable purpose. Upon notice of the lease termination, the Operator agrees to permit the Owner or the Owner's lessee or agent to enter the premise to do customary tillage and operations on any land from which the current crops have been harvested.

16. **Owner's Landlord's Lien and Security Interest.** The Operator acknowledges that a statutory Landlord's Lien exists in favor of the Owner. The Operator also grants to the Owner a security interest in, but not limited to, all growing or mature crops on the Real Estate as provided in the Iowa Uniform Commercial Code. The Operator shall sign all documents and financing statements as requested by the Owner to perfect the Owner's security interests.

    At Owner's request, the Operator shall provide the Owner a list of potential buyers for the crops grown on the farm. The Operator agrees to deliver and sell such crops only to those buyers listed. The Owner shall deliver a Notice of Security Interest to those buyers and only those buyers listed. The Operator shall not sell such crops to any buyer not listed without first obtaining written consent of the Owner.

17. **Termination Upon Default:** If either party defaults in the performance of the existing rental agreement, the non-defaulting party shall serve a notice of default upon the defaulting party. The defaulting party shall have ____ days to cure the default. Failure to cure within the required timeframe shall terminate the lease. If the lease terminates because the Operator failed to pay the rent due, all costs and attorney fees of the Owner to enforce collection or performance shall be added to the obligations payable by the Operator. The Operator shall also be liable for interest on the unpaid rent at the rate of _____% APR.

18. **Other Provisions:**

19. **Arbitration:** Any disputes between the Owner and Operator not covered by this lease may be submitted by either party for arbitration at a reasonable fee by three disinterested persons, one of whom shall be selected by the Owner, one by the Operator, and the third by the previously named two. If and when disputes are submitted, a majority decision of the arbitrators shall be binding upon the parties to the lease.

We agree to the terms and conditions of this lease and we affix our signatures this _____ day of _____, 20_____.

_____	_____
Operator	Owner
_____	_____
Spouse/Co-operator	Spouse/Co-owner
_____	_____
For (business entity)	By (owner's representative)
_____	_____
_____	_____
Address	Address
_____	_____
Telephone	Telephone

Optional Notarization

STATE OF _____, COUNTY OF _____ ss:
This record was acknowledged before me this _____ day of _____, _____, by
_____.

_____
Signature of Notary Public

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