

# Sample Maryland Pasture Lease Agreement

*Photo by Edwin Remsburg*

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UNIVERSITY OF  
MARYLAND  
EXTENSION



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**AGRICULTURE LAW  
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## SAMPLE MARYLAND PASTURE LEASE<sup>1</sup>

Disclaimer: This sample is for educational purposes only and does not constitute legal advice or form a client-attorney relationship. Consider consulting a [local Extension Service agent](#) or a legal representative for questions about your particular farm operation and to customize the agreement to suit your needs.

1. This sample agreement is provided to aid Landowners and Tenants in preparing their own written pasture lease agreements.
2. Complete two copies of this agreement, one for the Landowner and one for the Tenant.
3. Cross out or delete any unnecessary clauses.
4. Have both parties sign both copies.

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<sup>1</sup> This sample lease is tailored for use by Maryland farmers and ranchers. Sample leases developed for use in other states were helpful references, including North Central Farm Management Extension Committee, [Pasture Rental Agreements For Your Farm](#) (2011); and, Tiffany Dowell Lashmet, Shannon Ferrell, Rusty Rumley, & Paul Goeringer, [Ranchers' Agricultural Leasing Handbook: Grazing, Hunting, & Livestock Leases](#) (2015).

## SAMPLE MARYLAND PASTURE LEASE

This lease is entered into on \_\_\_\_\_, 20\_\_\_\_, between: Landowner(s) (hereinafter “Landowner”): \_\_\_\_\_, whose mailing address is \_\_\_\_\_, and Tenant(s) (hereinafter “Tenant”): \_\_\_\_\_, whose mailing address is \_\_\_\_\_. The parties agree that any notice required to be given under this Agreement must be given in writing and sent via U.S. mail to the address(es) provided above. Any change in mailing address must be promptly communicated to all other parties to this Agreement.

### I. Property Description

The Landowner hereby leases to the Tenant, to occupy and use, only for the agricultural and related purposes described in this lease, the following property consisting of approximately \_\_\_\_\_ acres situated in \_\_\_\_\_ County, Maryland, with a legal address of: \_\_\_\_\_, commonly referred to as the \_\_\_\_\_ Farm (hereinafter the “Farm Property”).

This agreement includes the use of Landowner’s farm structures, buildings, equipment, tools and materials only as expressly described below:

\_\_\_\_\_

\_\_\_\_\_

### II. General Terms of Rental Agreement

- A. Term** – The term of the lease is \_\_\_\_\_ year(s), commencing on the \_\_\_\_\_ day of \_\_\_\_\_ (month) 20\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_ (month) 20\_\_\_\_. After the initial term, this lease will continue in effect from year to year thereafter unless written notice of termination is given by either party to the other at least six months before expiration of the effective term.
- B. Right of Entry** – Landowner, as well as agents and employees of Landowner, reserve the right to enter the Farm Property to: a) consult with the Tenant; b) make repairs, improvements, and inspections; c) perform tillage, seeding, fertilizing, and any other customary seasonal work, including planting a cover crop, after notice of termination of the lease is given; and d) hunt and fish wildlife during applicable seasons and according to the laws, rules, and regulations of the Maryland Department of Natural Resources. Landowner’s entry onto the Farm Property shall not interfere with the Tenant in carrying out Tenant’s regular farm operations.
- C. No Formation of Partnership** – This Agreement does not form a partnership between Landowner and Tenant, and Landowner is not a party to or responsible for any contracts entered into by Tenant or any debts contracted by Tenant.

- D. Assignment and Sublease** – Tenant shall not sublease or assign any part of the Agreement, without the prior express and written consent of Landowner. If Tenant subleases or assigns any part of the Agreement without Landowner’s express and written authority, then Landowner is entitled to immediately terminate this Agreement and shall not be bound by Tenant’s unauthorized contract with any sublessee or assignee.
- E. Taxes** – Landowner shall promptly pay all real estate taxes upon the Farm Property. Tenant shall promptly pay all personal property tax obligations related to agricultural operations conducted on the Farm Property.
- F. Utilities** – Tenant is responsible for paying all utility charges allocated to the agricultural use of the Farm Property.
- G. Indemnification** – Tenant shall indemnify and hold Landowner, its agents and assigns, harmless against any and all claims for damage or injury to persons or property arising out of or resulting from Tenant’s actions or inactions pursuant to this Agreement, except to the extent that such damage is caused by the gross misconduct or negligence of the Landowner.
- H. Insurance** – Tenant agrees to carry at a minimum \$\_\_\_\_\_ in liability insurance on the Farm Property. Tenant agrees to supply Landowner with Certificates of Insurance and give notice of termination of coverage. Tenant will also name Landowner as an additional insured on any policy on the Farm Property.
- I. Breach** – Notice of breach must be given in writing. Breach of this Agreement occurs if the Tenant or Landowner: a) Fails to pay any rent, taxes, or fees due within \_\_\_\_\_ (\_\_) days after the due date; b) Fails to perform any of the terms, conditions or covenants of this Agreement, to be observed or performed within \_\_\_\_\_ (\_\_) days after receipt of written notice; or c) Abandons the Farm Property. Failure to remedy a breach after the period to cure provided in the written notice will constitute a default.
- J. Default** – Upon default, the Landowner, besides other rights or remedies Landowner may have, may declare this Agreement terminated and enter the Farm Property with or without legal process, remove any animals and/or property left by Tenant, and rent the Farm Property to another renter.
- K. Other terms** –

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**III. Rental Calculations and Payment Schedule**

*Paragraph 1 provides a fixed cash rent payment, Paragraph 2 provides for a variable rental rate based on head or animal units, Paragraph 3 provides space to write in other rental rate arrangements, such as Share of Gain. Choose which rental arrangement is desired and cross out the other paragraphs that do not apply.*

*Option 1:* Tenant shall pay \$ \_\_\_\_\_ per acre for the use of the Farm Property. Rental payments of \$ \_\_\_\_\_ must be paid on or before \_\_\_\_ day of \_\_\_\_\_ (months). If rent is not paid when due, Tenant agrees to pay interest on the amount of unpaid rent at the rate of \_\_\_\_\_ percent per annum from the due date until paid.

*Option 2:* Tenant agrees to pay the following rates, as outlined:

Livestock Type	Number	× Rental Rate per period*	= Total Rent per period*
Cows			
Yearling Steers			
Yearling Heifers			
Calves, 6 to 12 months			
Calves, 3 to 6 months			
Other:			
Other:			
Other:			
Other:			
Total Rent			

\*The period may be a month, pasture season, or year.

Tenant shall pay a minimum rent of \$ \_\_\_\_\_ per \_\_\_\_\_. Landowner may require minimum rent regardless of whether or not livestock are being pastured. Rental payments of \$ \_\_\_\_\_ must be paid on or before \_\_\_\_ day of \_\_\_\_\_ (period). If rent is not paid when due, Tenant shall pay interest on the amount of unpaid rent at the rate of \_\_\_\_\_ percent per annum from the due date until paid.

*Option 3:* Other rental arrangements (share of gain, etc.):

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#### IV. Use and Maintenance of the Farm Property

- A. Animal Units (maximum allowable)** – Not more than \_\_\_\_ animal units, as described in Attachment A, may be kept in the pasture at any one time without the express written consent of Landowner.
- B. Disaster Contingency** – In the event of drought, fire, or natural disaster (referred to herein as “an Act of God”) that substantially impacts the quality or quantity of productive pasture on the Farm Property, Landowner and Tenant agree to consult a county University Extension or NRCS agent to determine if it is necessary to reduce the number of livestock permitted to graze on the Farm Property or eliminate the use of the pasture. If Tenant is unable to use the Farm Property

due to an Act of God, Tenant is entitled to terminate this Agreement and any prepaid rent will be refunded to Tenant on a pro-rated basis.

**C. Annual Grazing Period** – Tenant is entitled to release permitted animals, as described in Attachment A, onto Farm Property pasture(s) between \_\_\_\_\_ and \_\_\_\_\_ (months) each year.

**D. Fencing** – Landowner shall place the perimeter fence(s) and necessary cross fence(s) in serviceable condition prior to the date livestock are brought to the pasture and shall maintain and repair the perimeter and cross fences during the pasture season(s). Landowner shall be responsible for the costs of all fencing and maintenance of fencing needed to protect the [Stream] and/or [Pasture Planting] area, if applicable. Landowner and Tenant agree to visually observe or “walk” the fenced area annually to ensure the area is the proper size and is in good repair. Tenant shall be responsible for the costs of all temporary fencing and maintenance or moving of fencing needed to create grazing paddocks.

*Alternatively*, to compensate Tenant for the time and expenses contributed towards the installation of fencing needed to protect the [Stream] and/or [Pasture Planting] area, Landowner shall reduce rent in year one of the lease by \$\_\_\_\_\_ or \_\_\_\_\_%.

**E. Water Source** – Landowner shall provide a clean and adequate source of water throughout the pasture season. Violation of this subsection entitles Tenant to terminate this Agreement.

**F. Noxious Weeds** – Tenant agrees to use diligence to prevent noxious weeds (as defined in Maryland Weed Control Law Title 9, Subtitle 4) from going to seed on the property.

**G. Environmental Compliance** – Tenant shall conduct all operations on the property in a manner consistent with all applicable local, state, and federal environmental codes, regulations, and statutes and shall bear sole responsibility for any violations thereof. Tenant is solely responsible for securing any permits or approvals necessary for his or her activities on the property. In the event of any legally prohibited release of materials to the environment caused by Tenant’s actions or inactions, the Tenant shall indemnify the Landowner for any costs of environmental cleanup and restoration as well as any penalties, fines, judgments or other amounts incurred by Landowner as a result of such release.

**H. Repair and Maintenance** –

1. Tenant shall maintain the Farm Property in a neat and orderly manner. Tenant shall mow the Farm Property to local standards and maintain the farm roads leading to the Farm Property in a safe condition during the Rental Term.
2. Tenant agrees not to pasture livestock that continue to break through fences. Any animal found outside that pasture on at least three occasions must be removed from the Farm Property.

3. Tenant agrees to repair or pay for any damage caused by Tenant or Tenant's visitors or employees, including but not limited to, the destruction of crops, death or injury to livestock, damage to fences, gates or improvements, and accumulation of trash or other debris left on the premises.
4. Tenant agrees to be solely responsible for securing the Farm Property from theft. Tenant shall indemnify Landowner from any liability connected with any thefts by third parties that occur during the Rental Term.
5. Tenant shall obtain written permission from Landowner prior to making any improvements on the property during the lease term and consult with Landowner regarding the location, building specifications, and cost-share options for any proposed improvements.
6. Tenant and Landowner agree to divide additional responsibility as indicated below:

Activity Description	Landowner %	Tenant %
Supervise supply of water to livestock		
Furnish labor for repair of water system		
Provide materials for repair of water system		
Inspect property for poisonous weeds and plants		
Furnish labor for removal of poisonous weeds/plants		
Provide seed for pasture		
Furnish labor and equipment for seeding pasture		
Furnish salt and mineral		
Count livestock not less than once per		
Return stray animals to pasture		
Call veterinarian in case of emergency		
Pay veterinary expenses		
Provide loading and unloading facilities		
Furnish supplementary feed, if needed		
Notify other party of shortage in count		
Provide facilities for fly control		
Keep fly-control facilities in working order		
Secure liability insurance		

**I. Conservation Practices (Optional provisions) –**

1. Tenant shall, to the maximum extent possible, implement the best management practices and natural resource strategies outlined in the farm’s conservation plan dated \_\_\_\_\_ and as amended from time to time. Failure to comply with this provision will be considered a breach of the lease. Tenant further agrees to amend the farm’s conservation plan either [insert a time interval, such as annually] or as recommended by the Soil Conservation District (“SCD”), whichever is sooner. Tenant has a continuing obligation to provide Landlord with a copy of the farm’s current conservation plan.
2. Tenant agrees to consult with the county SCD and USDA Natural Resources Conservation Service (“NRCS”) about rotational grazing practices before commencing grazing and to implement rotational grazing practices in accordance with NRCS standards.
3. Landlord and Tenant agree to meet annually, prior to the commencement of grazing, to agree on a written rotational grazing plan which will be signed by both parties, dated and made a part of this lease. Tenant shall be responsible for costs associated with grazing, including the cost of lime, fertilizer, weed control, and fencing.
4. Tenant shall comply with all laws, regulations, and policies related to nutrient management planning, including but not limited to, complying with nutrient application setbacks, if applicable, filing Annual Implementation Reports (“AIR”) and ensuring the farm’s Nutrient Management Plan (“NMP”) is current. Tenant must provide a copy of the NMP to Landowner within ten (10) days of submission to Maryland Department of Agriculture. A willful violation of the farm’s NMP or AIR will be considered a breach of the Agreement.

**V. Agreement Modifications and Acknowledgement**

**A. Entire Agreement** – This agreement, including any attachments, constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement is not be binding upon either party except to the extent incorporated in this agreement.

**B. Modification of Agreement** – Any modification of this Agreement must be in writing and signed by each party.

**C. Acknowledgment** – The undersigned hereby acknowledge and agree to all the terms of this Agreement and its Attachments.

Landowner	Date	Tenant	Date



**PASTURE LEASE AGREEMENT**  
**ATTACHMENT A – MAXIMUM ALLOWABLE HEAD OR ANIMAL UNITS**

STOCKING RATE	NUMBER HEAD	NUMBER OF ANIMAL UNITS
Bulls		
Cows		
Yearling Steers		
Yearling Heifers		
Calves, 6 – 12 months		
Calves, 3 – 6 months		
Other:		
Other:		
Other:		
Other:		
Other:		
<b>TOTAL:</b>		

*(In general, each 1,000 pounds of average weight is considered one animal unit. If the pasture Landowner and the owner of the livestock prefer, they can use the following basis for calculating animal units: one bull, 1.25 animal units; one 1,000-pound cow, 1 animal unit; one yearling steer or heifer, 0.75 animal unit; calf 6 months to 1 year, 0.5 animal unit; 3 to 6 months, 0.3 animal unit; sheep, 5 per animal unit; horse, 1.25 animal unit.)*