

A Suggested Form of Rental Contract

The form of contract given herewith has been carefully worked out, and while minor changes may be necessary to fit it to local conditions, we regard its main provisions as sound and believe that it conserves the interests of both landlord and tenant. Moreover, it looks especially to the matter of maintaining soil fertility—a problem in which landlord and tenant should be especially interested. In preparing this contract, it will be noted that the landowner is to list himself as "the party of the first part," and the renter as "party of the second part." We suggest that this form be saved and used as a guide in making contracts for 1917.—The Editors.]



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State of.....
County of.....

THIS AGREEMENT made and entered into by and between..... party of the first part, and..... party of the second part, witnesseth:

I. That for the period from.....191..... to.....19..... the party of the first part has this day rented and leased to the said party of the second part lands of the following description, for the purpose of making a crop on same in the said year or years:

.....
.....
.....
.....

Also a residence of.....rooms.

II. And in payment of the rent on said premises, party of the second part agrees to give and deliver to the party of the first part..... of the corn crop;..... of the tobacco crop;..... of the oat crop;..... of the peanut crop;..... of the potato crop; the acreages planted to these different crops to be mutually agreed upon between the parties to this contract. Party of the second part agrees to gather and deliver the rents in due season, and not later than the time when he gathers his own part of the crops.

III. Party of the second part further agrees to keep all fence rows and turn rows and all ditches open and reasonably free from grass and weeds, and to take steps to check and prevent gulying of the land. And it is further agreed that, should party of the second part fail, neglect or refuse to work said land or crops, as herein provided and mutually agreed upon, or gather the crops in due season, then the party of the first part is authorized, whenever he deems it expedient, to work or have worked, and gather or have gathered, said crops as they should be, charging party of the second part with the cost of the same as necessaries furnished to enable him to make and gather the crop; and party of the first part shall have a lien on all crops for the value of such work.

IV. Party of the first part agrees to furnish free all material for necessary repairs on said premises, and party of the second part agrees to do the ordinary repair work free of charge, so far as necessary to keep the premises in as good condition as at present, but shall not be expected to repair extensive losses by fire or storm or to make other repairs in excess of the natural depreciation during his period of rental.

V. Party of the second part agrees to use commercial fertilizers on crops planted, as follows:

On cotton.....
On corn.....
On tobacco.....
On wheat.....
On peanuts.....
On oats.....
On potatoes.....

and to pay for..... of the fertilizers so used on cotton, for..... of the fertilizers so used on corn, for..... of the fertilizers so used on tobacco, for..... of the fertilizer so used on wheat, for..... of the fertilizer so used on peanuts, for..... of the fertilizer so used on oats, for..... of the fertilizer so used on potatoes, party of the first part agreeing to pay the remaining cost.

VI. It is further agreed by the parties hereto, that winter cover crops, to be agreed upon, shall be sowed on all lands covered by this contract, in September or as soon thereafter as possible; in case of cover or green manure crops the owner shall pay for..... per cent of the seed. It is further agreed that should party of the second part fail, neglect or refuse to sow cover crops as above specified, then the party of the first part is authorized to sow said cover crops, charging party of the second part with the cost of sowing and his part of the cost of seed, and the party of the first part shall have a lien on all crops for cost of said work and of his proportionate share of the seed.

VII. The aim of this agreement being to establish a sort of partnership to serve the best interests of both parties, the following additional stipulations are agreed to:

1. The party of the second part shall have the free use of one-half acre of land for growing ordinary vegetables..... of land for growing potatoes for his own use, and reasonable space about the house for growing flowers;
2. Peas shall follow all spring stubble unless otherwise agreed;
3. All corn shall have peas planted in the middles, renter to have all peas saved, but vines to be turned under with stalks or returned to the land in manure;
4. Crops shall be rotated each year by agreement;
5. Suggestions made by the United States Department of Agriculture through its free bulletins and through county demonstrators, shall be considered and followed when found suited to local conditions, especially the following: Planting on firm or well-settled seed beds, level cultivation, and shallow late cultivation;
6. No fodder shall be pulled and no corn tops cut;
7. No cultivated or sowed fields shall be pastured except by special agreement;
8. Renter shall have free use of regular pastures for his own horses, mules and cattle, provided manure at barns or feed lots is saved in sheltered pens and distributed on lands covered by this agreement, and owner shall pay to renter 25 cents per ton load for all manure distributed on lands to be agreed upon;
9. No manure produced on the farm shall be sold or removed from the farm at any time;
10. No stalks, weeds, vines, or other vegetable matter that might profitably be turned under shall be removed from the fields nor burned except by special agreement;
11. Owner's share of rent cotton shall be hauled to and from gin by renter, and owner shall pay \$1 per bale for such service;
12. Owner's share of wheat, oats, etc., shall be bound and hay baled and delivered at..... by renter;
13. Renter shall not cultivate nor tend any other land than that covered by this agreement, except on same farm and by special agreement with owner.

VIII. It is distinctly agreed that if party of the second part shall remain as a tenant on any of the land of party of the first part after the expiration of the time limited in this contract, then the terms and stipulations contained in this contract shall apply and control as long as the relations of landlord and tenant shall exist between the parties hereto. It is hereby further agreed that no timber is to be cut by the renter and none shall be used as firewood from those trees or tracts the owner specifies are not to be cut. It is further agreed that party of the second part shall not sub-let any of the premises or sell any of the crop without the consent of the party of the first part.

Witness our hands this.....day of.....19.....

.....
..... Party of the first part.
.....
..... Party of the second part.
.....
Witness.
.....
Witness.