

## Instructions For FSA-1940-51

### ***CROP SHARE-CASH FARM LEASE***

This form is used by tenant borrowers for Crop Share-Cash Farm Lease with or without a subordination agreement.

Submit the original of the completed form in hard copy to the appropriate FSA servicing office with copies retained by the Tenant and Landlord.

***Producers must complete Items (1) through (70).***

*Items (1) - (70)*

<b>Fld Name / Item No.</b>	<b>Instruction</b>
(1) Day	Enter the day the landlord and tenant enter into the lease.
(2) Month	Enter the month the landlord and tenant enter into the lease.
(3) Year	Enter the year the landlord and tenant enter into the lease.
(4) Landlord	Enter the name of the landlord.
(5) Landlord Address	Enter the landlord's address.
(6) Tenant	Enter the name of the tenant.
(7) Tenant Address	Enter the tenant's address.
(8) County	Enter the county in which the farm is located
(9) State	Enter the state in which the farm is located
(10) Farm Name	Enter the common name for the farm. This can be a name or a number that will be used to refer to the farm.
(11) Supple- Mentary Information	Enter any supplementary information with regard to the description of the property.
(12)	Enter the number of acres in the property.

<b>Fld Name / Item No.</b>	<b>Instruction</b>
Acres	
(13) Reserved Property	Enter any land or property on which the landlord reserves certain rights and the use which will be made of the land.
(14) Acres of Additional Land	Enter the maximum amount of additional land that the tenant will operate.
(15) Additional Agreements	Enter any additional agreements regarding property rights.
(16) Use of Land	Enter the use of land. This is the amount of land that is used for a certain purpose or crop. Example: Row Crop-Corn
(17) Acres	Enter the number of acres that will be used for the purpose in Item 16.
(18) Fields	Enter the identifying numbers of the fields that will be used for the purpose in Item 16
(19) Seed Variety	Enter the seed variety that will be planted for the purpose in Item 16.
(20) Kind of Seed	Enter the kind of seed that will be used for the purpose in Item 16.
(21) Kind and Amount of Fertilizer per Acre	Enter the kind and amount of fertilizer that will be used on the crop described in Item 16.
(22) Totals	Enter the total acreage for entries in Item 17.
(23) Kind of Livestock	Enter the kind of livestock that will be produced by the tenant.
(24) Maximum Numbers	Enter the maximum numbers of the livestock described in Item 23.
(25) Special Health, Sanitation, or Feeding Practices	Enter any special health, sanitation, or feeding practices that are agreed to for the livestock in Item 23.

<b>Fld Name / Item No.</b>	<b>Instruction</b>
(26) Home Use	Enter the kinds and quantities of jointly owned crops that will be taken for home use by the tenant or landlord.
(27) Buying and Selling	Enter any jointly owned property that will be sold and the agreement regarding its sale.
(28) Division of Property	Enter any jointly owned property that will be divided at the termination of the lease agreement regarding its disposition.
(29) Manure and Crop Residue	Enter any agreements between the tenant and landlord regarding the spreading of manure and crop residue.
(30) Noxious Weeds	Enter the agreement between the tenant and landlord regarding the cost and treatment of noxious weeds.
(31) Materials and Labor	Enter and addition agreements regarding materials and labor.
(32) Purchase of Materials	Enter the dollar amount of materials that the tenant may purchase for normal maintenance and repairs that will be reimbursed by the landlord.
(33) Material Credit	Enter the agreement regarding the reimbursement of costs for normal maintenance and repair.
(34) Cons. Practice, Measure, or other Improve.	Enter any conservation practices, measures, or other improvements, which have been agreed to be the tenant and the landlord.
(35) Date to be Completed	Enter the date the action in Item 34 is to be completed.
(36) Estimated Cost	Enter the estimated cost of the action in Item 34.
(37) Percent to be Furnished by Landlord	Enter percentage of Materials, Labor, and Machinery that will be furnished by the Landlord (L) and Tenant (T) for the action in Item 34.

<b>Fld Name / Item No.</b>	<b>Instruction</b>
and Tenant	
(38) Value Placed on Tenant's Contribution (Dollars)	Enter the value agreed to on the tenant's contribution to the Action in Item 34. The tenant will be reimbursed by the landlord when the practice measure or improvement is completed, or the tenant will be compensated for it's unexhausted value when leaving the farm.
(39) Rate of Annual Depreciation (Percent)	Enter the rate of annual depreciation agreed to on the tenant's contribution to the action in Item 34. This is used to determine the unexhausted value of the action in Item 34. The tenant will be compensated for its unexhausted value when leaving the farm.
(40) Conservation And Improvements	Enter any additional agreements regarding conservation and improvements.
(41) Prepared or Seeded	Enter the land that was prepared and seeded at the beginning of the lease.
(42) Acres at Beginning	Enter the acres of the land in Item 41 that are prepared or seeded.
(43) Rate per Acre	Enter the rate per acre of compensation if the amount of prepared or seeded land at the end of the lease differs from the amount at the beginning of the lease.
(44) Crops or improvements	Enter the crop that will be used to pay the rent.
(45) Acres	Enter the acres that will be used by the crop in Item 44.
(46) Share Rent	Enter the percentage share of the crop in Item 44 that will be given to the landlord.
(47) Cash Rent	Enter the cash that will be paid to the landlord from the crop in Item 44.
(48) Place of Sale or	Enter the place the crop will be sold or delivered or the cash payment will be made to the landlord.

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Delivery	
(49) Date of Sale, Delivery, or Payment	Enter the date the crop will be sold or delivered or the cash payment made to the landlord
(50) Additional Agreements	Enter any additional agreements with regard to the rental rates.
(51) Investments in Personal Property	Enter any investments in personal property that will be made by the landlord.
(52) Furnished by Landlord	Enter any the amount of the investment shown in Item 51.
(53) and (55) Expenses	Enter any expenses that will be paid by the landlord.
(54) and (56) Furnished by Landlord	Enter the amount of the expense shown in Item 53 and 55 that will be provided by the landlord.
(57) Additional Agreements	Enter any additional agreements regarding expenses.
(58) Term of Lease	Enter the term of the lease.
(59) Month and Day	Enter the month and day the lease will begin.
(60) Year	Enter the year the lease will begin.
(61) Month and Day	Enter the month and day the lease will end.
(62) Year	Enter the year the lease will end.
(63) Months	Enter the number of months prior to the expiration date that either party must be given notice by the other party that they will not renew the lease.

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(64) Months for Review	Enter the number of months prior to the expiration date that either party must be given notice by the other party that they wish for a general review of the lease.
(65) Government Programs	Enter the government programs that will be complied with in the operation of the farm.
(66) Account Settlement Date	Enter the date that the tenant and landlord will settle all accounts.
(67) Additional Agreements	Enter any additional agreements between the tenant and landlord.
(68) Witnesses	Any witnesses to the execution of this document should sign here.
(69) Landlord	Enter the landlord's signature.
(70) Tenant	Enter the tenant's signature