

Instructions For FmHA 1940-55

LIVESTOCK-SHARE-CASH FARM LEASE

To be used by tenant borrowers for Livestock Share 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.

Tenant and Landlord must complete Items (1) through (77).

Items (1)- (77)

Fld Name / Item No.	Instruction
(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 which will be used to refer to the farm.
(11) Supplement -ary Information	Enter any supplementary information with regard to the description of the property.

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(12) Acres	Enter the number of acres in the property.
(13) Additional Land	Enter any the maximum amount of land that that the tenant will farm without prior consent of the landlord.
(14) Additional Agreements	Enter any additional agreements regarding property rights.
(15) Use of Land	Enter the use of land. This is the amount of land that is used for a certain purpose or crop. Example: Wheat
(16) Acres	Enter the number of acres that will be used for the purpose in item 16.
(17) Fields	Enter the identifying numbers of the fields that will be used for the purpose in item 16
(18) Seed Variety	Enter the seed that will be planted for the purpose in item 15.
(19) Kind of Seed	Enter the kind of seed used for the purpose in item 15.
(20) 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.
(21) Totals	Enter the total acreage by adding entries in item 17.
(22) Kind of Livestock	Enter the kind of livestock that will be produced by the tenant.
(23) Numbers	Enter the numbers of the livestock described in item 22.
(24) Breed	Enter the breed of the livestock described in item 22.
(25) Landlord Share	Enter the share of the livestock entered in item 22 that is owned by the landlord.
(26) Special Health, Sanitation, or Feeding Practices	Enter any special health, sanitation, or feeding practices that are agreed to for the livestock in item 22.

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(27) Home Use	Enter the kinds and quantities of jointly owned crops that will be taken for home use by the tenant or landlord.
(28) Buying and Selling	Enter the amount of livestock, feed, or crops that the tenant may buy or sell without consultation with the landlord.
(29) Additional Agreements	Enter any additional agreements regarding buying and selling between the tenant and landlord.
(30) Division of Property	Enter the division or disposition of any livestock or other property at the termination of the lease.
(31) Manure and Crop Residue	Enter any agreements between the tenant and landlord regarding the spreading of manure and crop residue.
(32) Noxious Weeds	Enter the agreement between the tenant and landlord regarding the cost and treatment of noxious weeds.
(33) Materials and Labor	Enter and addition agreements regarding materials and labor.
(34) Purchase of Materials	Enter the dollar amount of materials that the tenant may purchase for normal maintenance and repairs which will be reimbursed by the landlord.
(35) Material Credit	Enter the agreement regarding the reimbursement of costs for normal maintenance and repair.
(36) 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.
(37) Date to be Completed	Enter the date the action in item 36 is to be completed.
(38) Estimated Cost	Enter the estimated cost of the action in item 36.
(39) Percent to be Furnished by Landlord and	Enter percentage of Materials, Labor, and Machinery that will be furnished by the Landlord (L) and Tenant (T) for the action in item 36.

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Tenant	
(40) Value Placed on Tenants Contribution (Dollars)	Enter the value agreed to on the tenants contribution to the Action in item 36. 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.
(41) Rate of Annual Depreciation (Percent)	Enter the rate of annual depreciation agreed to on the tenants contribution to the action in item 36. This is used to determine the unexhausted value of the action in item 36. The tenant will be compensated for it's unexhausted value when leaving the farm.
(42) Conservation And Improvement s	Enter any additional agreements regarding conservation and improvements.
(43) and (46) Prepared or Seeded	Enter the land that was prepared and seeded at the beginning of the lease.
(44) and (47) Acres at Beginning	Enter the acres of the land in items 43 and 46 that are prepared or seeded.
(45) and (48) 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.
(49) Crops, Livestock or Improvement s	Enter the crops, livestock or improvements that will be used to pay the rent.
(50) Cash or Crops Paid as Rent	Enter the share or amount of cash or crops paid as rent.
(51) Offspring or Increase paid as rent	Enter the share or amount of offspring or livestock increase to be paid as rent.
(52) Livestock Sales Paid as Rent	Enter the share or amount of livestock sales to be paid as rent.

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(53) Sales of Livestock Products	Enter the share or amount of livestock products sold to be paid as rent.
(54) Place of Sale or Delivery	Enter the place the item will be sold or delivered or the cash payment will be made to the landlord.
(55) Date of Sale, Delivery, or Payment	Enter the date the item will be sold or delivered or the cash payment made to the landlord
(56) Additional Agreements	Enter any additional agreements with regard to the rental rates.
(57) Investments in Personal Property	Enter any investments in personal property that will be made by the landlord or tenant.
(58) Furnished by Landlord or Tenant	Enter any the amount of the investment shown in item 52 that will be furnished by landlord or tenant.
(59) and (61) Expenses	Enter any expenses which will be paid by the landlord or tenant.
(60) and (62) Furnished by Landlord or Tenant	Enter any the amount of the expense shown in item 54 that will be furnished by landlord or tenant.
(63) Additional Agreements	Enter any additional agreements regarding expenses.
(64) Term of Lease	Enter the term of the lease.
(65) Month and Day	Enter the month and day the lease will begin.
(66) Year	Enter the year the lease will begin.
(67) Month and Day	Enter the month and day the lease will end.

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(68) Year	Enter the year the lease will end.
(69) 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.
(70) Months for Review	Enter the number of days 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.
(71) Government Programs	Enter the government programs that will be complied with in the operation of the farm.
(72) Annual Report	Enter the date the annual report will be submitted to the landlord.
(73) Account Settlement Date	Enter the date that the tenant and landlord will settle all accounts.
(74) Additional Agreements	Enter any additional agreements between the tenant and landlord.
(75) Witnesses	Any witnesses to the execution of this document should sign here.
(76) Landlord	Enter the landlord's signature.
(77) Tenant	Enter the tenant's signature.