FarmsFull Healthy Lease Relationship Checklist

Structured Guidelines for Long-Term Landowner-Tenant Success

This checklist is designed for landowners and tenants who understand that longevity, profitability, and stewardship begin with clarity. Whether entering into a new lease agreement or reassessing a long-standing relationship, this document outlines the foundational components of a healthy, professional, and sustainable lease arrangement. It reflects what we've learned over generations—what works, what fails, and what truly builds trust on the land.

I. Lease Structure and Legal Foundations

- A fully executed written lease is in place, with clearly defined start and end dates.
- Payment terms are explicit, including due dates, accepted payment methods, and late penalty policies.
- Responsibilities for inputs, repairs, insurance, and taxes are itemized and mutually acknowledged.
- A detailed description of leased acreage, including boundaries, improvements, and easements, is incorporated into the agreement.

II. Communication and Operational Protocol

- The parties have agreed upon a recurring communication schedule (e.g., quarterly or seasonal meetings).
- A documented process exists for addressing operational decisions, disputes, and emergency situations.
- Both parties understand and agree on how information—such as yield data, input records, or compliance notices—will be shared.
- Core values, such as mutual respect, transparency, and commitment to land stewardship, are affirmed either in writing or by mutual understanding.

III. Financial and Reporting Transparency

- If applicable, profit-sharing arrangements or crop-share distributions are clearly documented, with timelines for delivery and accounting.
- Each party maintains access to relevant records (e.g., CPA summaries, chemical application reports, input receipts), as agreed.
- Provisions for third-party review (e.g., accountant, farm manager, attorney) are clarified in the event of dispute or audit.

IV. Land Stewardship and Conservation Commitments

- The lease outlines specific soil health practices, including tillage methods, cover cropping, and erosion control strategies.
- Grazing, haying, or recreational use of CRP or other conservation acres complies with program requirements and is mutually agreed upon.
- Fertility management plans are discussed annually, with clarity on timing, products, and responsible parties.
- Water rights, well access, and irrigation use are addressed explicitly where applicable.
- A plan exists for herbicide and pesticide usage that includes product selection, drift risk mitigation, and communication before application.

V. Succession, Transition, and Exit Planning

- Terms for lease renewal or termination are clear, including the notification period (e.g., 6 months or more prior to lease expiration).
- The lease contains provisions for voluntary or involuntary exit, including transition planning if the tenant ceases operation or the land is sold.
- If applicable, a successor clause or right of first refusal is documented for continuity of operations.
- Lease review is scheduled at least annually to reassess terms and ensure mutual benefit.

VI. Strategic Questions for Ongoing Alignment

- Do both parties feel respected and heard in decision-making and day-to-day communication?
- Are the business objectives of the tenant aligned with the legacy goals of the landowner?
- Is the lease structured to protect the long-term value, health, and productivity of the land?
- Are concerns addressed promptly, constructively, and through an agreed process?

Final Note

Strong leases are built not just on numbers, but on relationships that respect the land, the people who steward it, and the generations that follow. This checklist is not a formality—it is a framework for resilience.