

Leases

This is Ag Outlook on 1420 KJCK, I'm Chuck Otte, Geary County, K-State Research and Extension Ag & Natural Resources Agent. I've had a lot of interesting conversations with tenants and landlords lately and the discussions seem to have centered around tenants and landlords. As you can probably imagine, each has been talking about the other. I've always said that everyone in the neighborhood knows that a landlord and tenant have an issue before the landlord or tenant do. That's because each one is griping to everyone else rather than talking to each other. I'm not sure why that is other than the simple fact that no one likes confrontation. We are in the midwest and we discuss things differently here than folks do on the coast. East Coast folks are pretty darn direct. If I ask you how you're doing and you say you're feeling a bit under the weather, I'll likely say, "Gee I'm sorry to hear that" and then move on to a different, safer topic. Now, take my friend Gene from Philadelphia. If he asks me how I'm doing and I say I've been a bit under the weather, he's going to respond with, "What's wrong?" We likely won't do that unless we know each other really well. We just don't want to be that nosey - that's not how we were brought up. We'll ask everyone else if they know what's wrong with so and so but we won't ask them directly. It isn't easy to talk with your landlord or tenant if there's a problem. It makes you feel uncomfortable. But if you want to have a good lease, you have to figure out how to sit down and visit with the other person. Find common ground, discuss what you want to accomplish, and then go from there. This has been Ag Outlook on the Talk of JC, 1420 KJCK, I'm Chuck Otte.

Written leases put it in black and white

This is Ag Outlook on 1420 KJCK, I'm Chuck Otte, Geary County, K-State Research and Extension Ag & Natural Resources Agent. Don't worry - another week or two and we'll be past the deadline for terminating leases and then you won't hear much more about leases from me for a while. But in the mean time, just brace yourself! In the state of Kansas, an oral agriculture lease is viewed as legal and binding. And I despise them. Because there's nothing to fall back on other than what folks said, the state has a bunch of very specific rules in place to guide oral leases. Which means that as long as the landlord and tenant are getting along, they can do anything they like, but if the agreement starts to go south and the whole thing winds up in court, then the courts aren't really going to care what anyone claims to have said. So while the oral lease is binding, it also takes a lot of control out of your hands. When you lease land to a tenant, you are essentially giving full control, what is called the right of possession, to the tenant. The landlord can not use the land for their own purposes unless they maintain those rights in writing. If you want to make sure that you control who hunts on your land, you'd better put it in writing. If you rent out the pasture and want to make sure that the tenant doesn't harvest firewood, you'd better put it in writing. If you want to control when cattle go in and come out of the pasture, you don't have a leg to stand on unless it's in writing. If you have an oral pasture lease, that lease, just like crop leases, runs March 1 to March 1. So if you're okay with the state telling you what to do, stay with the oral lease. This has been Ag Outlook on the Talk of JC, 1420 KJCK, I'm Chuck Otte.

Written leases don't have to be complicated

This is Ag Outlook on 1420 KJCK, I'm Chuck Otte, Geary County, K-State Research and Extension Ag & Natural Resources Agent. Written leases do not have to be complicated. Sure, we've got sample leases with blanks to fill in that are 8 to 12 pages long. But a written lease doesn't have to be that long. There's just a few things that a lease needs to contain. For starters, you need to have the names of the landlord and tenant as well as a description of the land, including approximate number of acres and basic location - the legal description is very good for this purpose. Include the time period for the lease and with a written lease you aren't stuck with March 1 to March 1. You can have a pasture lease that specifically says May 1 to October 31. Say how much the rent is going to be and when payments are due. If it's a crop shares lease then detail what items the landlord is going to share the expense of and what percent it is that they are going to share. Include special conditions or if you will, the expectations. Say that the landlord will supply fence repair materials and the tenant will provide the labor. Specify that the landlord will control access to the land especially for recreation. You can even specify that the plum thickets in the fence row will not be sprayed with herbicides and be allowed to grow. Then finish up with a place for each party to sign. Then make two copies of this lease, each party signs both and then both have a copy. It's not rocket science. It's simple, it's black and white. It's right there in front of you. Once you get past those basics then you can go on to all sorts of other considerations. This has been Ag Outlook on the Talk of JC, 1420 KJCK, I'm Chuck Otte.

Ag Lease basics

This is Ag Outlook on 1420 KJCK, I'm Chuck Otte, Geary County, K-State Research and Extension Ag & Natural Resources Agent. I've been spending the week talking about ag leases and really just hitting the highlights, which is about all I can do in two minutes. Next Tuesday, January 9th, I'll be holding an ag lease workshop at 7 p.m. at the 4-H/Sr. Citizen Building on Spring Valley Road in Junction City. There's no charge, no pre-registration, just show up and bring your questions. This program normally lasts about an hour to 90 minutes. The formal presentation is about 45 minutes to an hour depending on the questions that come up and no question is out of bounds. Some questions may not have answers that you like or they may not have answers at all. Here's the lowdown of what we'll be talking about. We'll start with a rather in-depth discussion of the Kansas Ag Lease law. There's a lot of things that come into consideration with ag leases including such things as who has to control noxious weeds and when can a landlord enter the property that they've rented and even what happens to a lease when the land is sold. I'll give you a hint - selling the land doesn't generally terminate the lease. And we will talk about all the steps that a landlord has to meet to terminate a lease. Far too many landlords do not do it right and that can lead to problems later on. We'll end up with some discussion on crop/share rental rate considerations and a discussion on cash rental rates. What I'll tell you is that nobody is going to like what I have to say about either of these topics. Plan to attend this on the 9th! This has been Ag Outlook on the Talk of JC, 1420 KJCK, I'm Chuck Otte.

Only 4 radio programs this week

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Because of holiday programming on KJCK, there were only four Ag Outlooks this week.

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