

### Ag Lease Termination

This is Ag Outlook, I'm Chuck Otte, Geary County Extension Agent. This week's programs are all about agricultural leases. One of the reasons for that is we have an important date looming at the end of the month. In accordance with Kansas legal statutes, if either a landlord or a tenant want to terminate an oral lease, either crop land or pasture, it must be done 30 days prior to March 1<sup>st</sup> which in a non-leap year, is January 30<sup>th</sup>. The notice to terminate must be in writing, a phone call doesn't cut it. The notice must be in the other party's hand by January 30<sup>th</sup>. Not postmarked but in hand. It also must set the termination date as March 1. Failure to meet all three of these conditions renders the notice invalid. The one exception to the March 1<sup>st</sup> date is for those acres planted to wheat or winter barley. For those acres the lease ends the last day of harvest. If you have questions on termination, give me a call. I'm Chuck Otte and this has been Ag Outlook.

What expenses should be shared?

This is Ag Outlook, I'm Chuck Otte, Geary County Extension Agent. Many landowners are surprised that Kansas Ag Lease law does not dictate what expenses are to be shared. A crop share lease is a contract and ultimately any and all or even none of the expenses can be shared. But most leases are put together backwards. The landlord determines how much of the crop they want and then say what costs they will share. In reality the crop share should be determined by what expenses are and aren't shared and what proportion of the total each are which then sets the percentage of crop share. In general though we recommend that all yield improving expenses are shared. This would include fertilizer, and lime, growing season herbicides, insecticides, fungicides and now days, because of all the technology advances, the seed should probably be shared. Beyond that, everything's negotiable. I'm Chuck Otte and this has been Ag Outlook.

## Cash or Crop Share

This is Ag Outlook, I'm Chuck Otte, Geary County Extension Agent. People regularly ask me which is fairer, a crop share lease or cash rent lease. The truth is that either one is fair if equitably arrived upon. Cash leases will tend to stabilize income for the landlord. It also eliminates all the bills that the landlord shares in. But in really high yielding years, the landlord won't benefit by getting their share of a large yield. But in a drought like last year, the landlord doesn't have to worry about little or no crop if they have cash rent. What landlords and tenants have to do is sit down and determine what works for them. Can the tenant afford the full cost of production AND the rent in a cash rent lease? Is the landlord more comfortable with the stability of a cash rent lease. If the landlord wants a crop share lease are they willing to work through the details to make it equitable? There's no easy answers here! I'm Chuck Otte and this has been Ag Outlook.

## Why have a written lease

This is Ag Outlook, I'm Chuck Otte, Geary County Extension Agent. Many non-ag people are surprised that oral leases are legal and binding in Kansas. But I really don't like oral leases because you wind up relinquishing so much control to the courts IF there is a conflict. In an oral lease virtually all control of the land is given to the tenant. There's reasons for a tenant to be cooperative with the landowner, but in the eyes of the law, the tenant has full control including who has access to the rented acres, what crops will be grown and even grazing of crops and double cropping after wheat. Written leases aren't about trust or lack thereof, but of the landlord and tenant deciding that they want to be in control of the lease, not the courts. Written leases do not have to be complex, but there are a few things that need to be included. For details on what to include, contact me at the Extension Office. I'm Chuck Otte and this has been Ag Outlook.

## Kansas Fence Law

This is Ag Outlook, I'm Chuck Otte, Geary County Extension Agent. I want to end up this week with a little about Kansas Fence Law. Kansas is a fence in state. The owner of the livestock is responsible for keeping the livestock from wandering around. If the pasture is rented then the duty sort of falls on both the landowner and the livestock owner. One of the biggest myths about fence maintenance comes down to the left hand right hand rule. Kansas fence law says that adjoining property owners are equally responsible for fence costs. None of this meet at the middle of the fence nonsense. What's the cost to maintain the entire length of fence? Each owner owes half. The other issue we face regards whether small property owners have to share the fence expense with a large parcel owner when the smaller parcel owner doesn't own livestock. Well, that's complex, and not to be tackled here. I'm Chuck Otte and this has been Ag Outlook.