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### About the Forms Posted on the U.S. Government Websites

*Only a relatively small number of PDF forms posted on the U.S. Government Websites are fillable.*

*Most fillable Fedform are not savable locally in Acrobat Reader.*

*There is a long list of errors and elements of low quality in fillable Fedforms. As a result, an average user is unable to fill-in even the "fillable" Fedforms.*

*The traditional Field-by-Field (FBF) method used by U.S. Government Agencies is extremely ineffective and slow. It can be used only to create a relatively small number of fillable pages. Clearly it is impossible to create tens of thousands of fillable forms with hundreds of thousands of pages, millions of fields by this method.*

*The system of electronic (HTML) online submission of all government forms is not realistic currently. Since U.S. government agencies are unable accomplish a single task: to add fill-in fields to tens of thousands of already existing forms in PDF format, it is illogical to expect from U.S. government agencies to be able to accomplish both tasks: to recreate all the forms AND to add all the fields in HTML format.*

*Government Paperwork Elimination Act (GPEA) is not realistic while government agencies continue to use the traditional Field-by-Field (FBF) method.*

*The direct loss of American people as a result of problems with tens of thousands of forms posted on U.S. Federal Government Websites is tens of billions (if not hundreds of billions) of dollars per year. Plus the indirect loss (that is much bigger than the direct loss). The situation with the gigantic number of forms posted on the Websites of the 50 states is not better than with the federal forms. The financial loss per month caused by problems with all the government form system is not only bigger than the cost of Iraq (both war and rebuilding) per month, but even bigger than the cost of all the war on terrorism. As a defense-related example, the number of fillable forms of the U.S. Department of Army is zero (out of 1589).*

*The only realistic option to create a large set of high-quality forms is the Insert-Text-Anywhere-on-Page (ITAOP) method. The field creation process is about 10,000 times faster than the traditional (FBF) method; the list of ITAOP features is not even available for FBF. ITAOP Fill-inDoc/savePDF method proved to be simple and reliable for (at least) hundreds of thousands (probably millions) of users all over the world (incl. individuals, companies, organizations, government officials).*

**To read more:**

**About U.S. Fedforms:** [www.usa-federal-forms.com](http://www.usa-federal-forms.com)

**U.S. FedForms Statistics:** [www.usa-federal-forms.com/statistics.html](http://www.usa-federal-forms.com/statistics.html)

**About Scrolling Effect in U.S. FedForms:** [www.fillable.com/scrolling.html](http://www.fillable.com/scrolling.html)

**About the Process Used by Government Agencies to Make Forms Fillable:** [www.fillable.com/FBFprocess.html](http://www.fillable.com/FBFprocess.html)

**About the Insert-Text-Anywhere-on-Page (ITAOP) method:** [www.fillable.com](http://www.fillable.com)

**About the savePDF Method:** [www.savePDF.com](http://www.savePDF.com) (the only method to save forms locally in Acrobat Reader)

FSA-1940-53

(06-11-02)

U.S. DEPARTMENT OF AGRICULTURE  
Farm Service Agency

## CASH FARM LEASE

(See Page 7 for Privacy Act and Public Burden Statements.)

THIS LEASE is entered into this (1) [redacted] day of (2) [redacted], 20 (3) [redacted]

between (4) [redacted], landlord, of (5)

(Address of Landlord)

and (6) [redacted], tenant, of (7)

(Address of Tenant)

**A. PROPERTY RIGHTS.** The landlord hereby leases to the tenant, to occupy and use for agricultural and related purposes, the following-

described property, hereinafter referred to as the "farm," located in (8) [redacted]

County, State of (9) [redacted], and commonly known as the (10) [redacted]

farm: (11) [redacted]

and consisting of (12) [redacted] acres, more or less, together with all buildings and improvements thereon and all rights thereto except as specified below:

1. **Right of entry.** The landlord reserves the right to enter the farm at any reasonable time for purposes (a) of consultation with the tenant; (b) of making repairs, improvements, and inspections; (c) of developing mineral resources; and (d) after notice of termination of the lease is given, of plowing, seeding, fertilizing, and such customary seasonal work, none of which is to interfere with the tenant in carrying out regular farm operations. This right is also reserved to the landlord's agents, employees, and assigns.
2. **Transfer of farm.** If the landlord should sell or otherwise transfer title to the farm, such sale or transfer will be subject to the provisions of this lease.
3. **Heirs and successors.** The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant in like manner as upon the original parties. However, in the event the lease is for more than one year, the heirs or successors of the tenant shall have the option to give written notice of termination effective at the end of the lease year in which death occurs.
4. **Right to lease.** The landlord has the right to lease the farm, and so warrants to the tenant. Further the landlord will defend the tenant's possession against any and all persons whomsoever.

5. **Additional agreements regarding property rights:** (13) [redacted]

## B. LAND USE AND LIVESTOCK PRODUCTION.

1. **Land use and kind of livestock.** Except when mutually agreed otherwise, the land use and cropping plan shall be as follows and the numbers of each kind of livestock shall not exceed those shown in the following table:

## LAND USE AND LIVESTOCK PRODUCTION TABLE

(14) USE OF LAND	(15) ACRES	(16) FIELDS	(17) KIND OF LIVESTOCK	(18) MAXIMUM NUMBERS
(19) TOTAL				

2. **Acres and numbers.** The acres of crops and the fields on which grown and the numbers of livestock shown above are those planned for the first year of this lease. They may be adjusted within the year or from year to year by mutual agreement.

**C. IMPROVING, CONSERVING, AND MAINTAINING THE FARM.** To improve the farm, conserve its resources, and maintain it in a high state of cultivation, the two parties agree as follows:

1. **General maintenance.** The tenant will maintain the farm during the tenancy in as good condition as at the beginning, normal wear and depreciation and damage from causes beyond the tenant's control excepted.
2. **Good husbandry.** The tenant will operate the farm in an efficient and husbandlike way, will do the plowing, seeding, cultivating, and harvesting in a manner that will conserve the landlord's property.
3. **Cropping practices.** The tenant will *not*, without oral consent of the landlord, (a) plow permanent pasture or meadowland, (b) cut live trees for sale or personal uses, but will take for fuel or use on the farm only dead or unmarketable timber designated by the landlord, (c) allow livestock other than the tenant's own on stalkfields or stubblefields, (d) burn or remove cornstalks, corncobs, straw, or other crop residues grown on the farm, (e) pasture new seedlings of legumes or grasses in the year they are seeded, and (f) plant legumes on land not known to be thoroughly inoculated without first inoculating the seed.

4. **Manure and crop residue.** The tenant will spread the manure straw, or other crop residues on the farm as soon as practicable on fields agreed upon by the two parties, except as follows: (20)

agreed upon by the two parties, except as follows: (20)

- 5. Pasturing.** The tenant will prevent tramping of fields by stock and rooting by hogs when injury to the farm will be done.

- 6. Waste.** The tenant will not commit waste on, or damage to, the farm and will use due care to prevent others from so doing.

7. **Fire protection.** The tenant will not, without written consent of the landlord, house automobiles, motortrucks, or tractors in barns, or otherwise violate restrictions in the landlord's insurance policy which restrictions the landlord shall make known to the tenant.

8. **Replace losses.** The landlord will replace or repair as promptly as possible the dwelling or any other building that may be destroyed or damaged by fire, flood, or other cause beyond the control of the tenant or make rental adjustments in lieu of replacements.

9. **Noxious weeds.** The tenant will use diligence to prevent noxious weeds from going to seed on the farm and will destroy the same, and will keep the weeds and grass cut or destroyed on the fields, farmstead, roadside, and fence rows. Treatment of weed infestation and cost thereof, shall be handled as follows: (21) [REDACTED]

shall be handled as follows: (21) [REDACTED]



- ### COMPENSATION FOR IMPROVEMENTS TABLE

[illegible]

**17. Additional agreements relative to conservation and improvements:**

(31)

**18. Review of conservation program.** A new schedule covering conservation practices and improvements will be prepared each year on an appropriate form which will become a part of this lease when signed by the two parties.

**19. Preparing or seeding land.** When the tenant leaves the farm, if the total acreages of prepared or seeded land are greater than at the beginning of the tenancy, the tenant will be compensated by the landlord on the basis of the value of such excess acreages. If such total acreages are less than at the beginning of the tenancy, the tenant will compensate the landlord on the basis of the value of such deficiency, provided that the deficiency is not due to drought, flood, or other causes beyond the control of the tenant. The acreages at the beginning of this tenancy and the basis of payment are as follows:

**PREPARING OR SEEDING LAND TABLE**

(32) PREPARED OR SEEDED	(33) ACRES AT BEGINNING	(34) RATE PER ACRE	(35) PREPARED OR SEEDED	(36) ACRES AT BEGINNING	(37) RATE PER ACRE

**20. Removable Improvements.** Minor improvements of a temporary or removable nature, not provided for in Item 16 of this section, which do not mar the condition or appearance of the farm may be made by the tenant at the tenant's own expense. The tenant may at any time this lease is in effect, or within a reasonable time thereafter, remove such improvements, provided that part of the farm from which they are removed is left in good condition.

**21. Compensation for damages.** When the tenant leaves the farm the tenant will pay the landlord reasonable compensation for any damages to the farm for which the tenant is responsible, except ordinary wear and depreciation and damages beyond the tenant's control.

**D. SHARING COSTS AND RETURNS.** All costs and returns shall be divided between landlord and tenant as provided below, unless otherwise specifically stated elsewhere in this lease.

**1. Rental rates.** The tenant agrees to pay as cash rent the amount as calculated below in either method 1 or 2 as completed.

**RENTAL RATES**

METHOD 1 - STRAIGHT CASH RENT				METHOD 2 - FLEXIBLE CASH RENT				
(38) KIND OF LAND	(39) ACRES	(40) RATE	(41) AMOUNT	(42) COMMODITY	(43) QUALITY	(44) QUANTITY	(45) PRICE	(46) AMOUNT
INTERTILLED CROPS				CORN				
SMALL GRAINS				COTTON				
HAY				TOBACCO				
PASTURE				WHEAT				
FARM BUILDINGS				HOGS				
DWELLING				BEEF				
				MILK				
WOODLAND								
FARMSTEAD AND LOTS								
ENTIRE FARM								

2. **Variations for price (for method 2).** The prices to be used in Column (45) will be determined as follows: (47)


3. **Variations for production conditions.** The total amount of rent for the entire farm as shown in either Column 4 or as calculated for Column 9 shall be adjusted for any year in which the yield of (48) as reported by the State Crop Reporting Service is (49) percent above or below the county average yield for the previous (50) years, as follows:  
(51)


4. **Rental payment.** The annual rental due shall be paid as follows: (52) \$ on (53) and (54) \$ on (55), and the payments shall be made at (56)

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5. **Additional agreements in regard to rental rates:**

(57)

6. **Expenses:** Expenses shall be supplied by the tenant except as included in Section C and except as follows:

## EXPENSES

(58) EXPENSES	(59) FURNISHED BY LANDLORD \$	(60) EXPENSES	(61) FURNISHED BY LANDLORD \$	(62) EXPENSES	(63) FURNISHED BY LANDLORD \$
LABOR		CROP EXPENSES		ELECTRICITY	
MAINTENANCE-BUILDINGS				TELEPHONE	
MAINTENANCE-FENCES		SEED		INSURANCE-BUILDINGS	
MACHINE REPAIRS				INSURANCE-CROPS	
FUEL-TRACTOR		INSECTICIDES			
FUEL-TRUCK		WEED CONTROL MATERIAL			
FUEL-OTHER		LIMING MATERIAL		TAXES-REAL ESTATE	
CUSTOM WORK AND HAULING		FERTILIZER		TAXES -PERSONAL	
FEED PURCHASED OR SUPPLIED					
LIVESTOCK EXPENSES					

7. **Record of expenses.** The tenant will keep a record of expenses furnished by the landlord, and settlement will be made by mutual agreement or at the time that final rent payment is due.

8. **Additional agreements relative to expenses:** (64)




**E. TERM OF LEASE**

1. **Term.** The term of this lease shall be (65) [redacted] year(s) from (66) [redacted], 20 (67) [redacted] to (68) [redacted], 20 (69) [redacted] and this lease shall continue in effect from year to year thereafter until written notice of termination is given by either party to the other at least (70) [redacted] months before expiration of this lease or any renewal.
2. **Continuous occupancy.** The farm will be possessed and occupied continuously during the term of the lease by the tenant or the tenant's agent.
3. **Surrender of possession.** The tenant agrees to surrender possession and occupancy of the premises peaceably at the termination of the lease.
4. **Review of lease.** A request for general review of the lease may be made at least (71) [redacted] days prior to the final date for giving notice to terminate this lease. Amendments and alterations to this lease shall be made in writing.

**F. MISCELLANEOUS PROVISIONS**

1. **No partnership created.** This lease shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent, except as specifically provided in this lease.
2. **Government programs.** The farm will be operated in compliance with Government programs as follows:  
(72) [redacted]  
[redacted]  
[redacted]  
[redacted]
3. **Debts and accidents.** Each party agrees that the other party shall in no way be responsible for the debts of, or liabilities for accidents or damages caused by, the other party.
4. **Willful neglect.** Willful neglect, failure, or refusal by either party to carry out any substantial provision of this lease shall give the other party the benefits of any proceedings provided by law.
5. **Arbitration of differences.** Any differences between the parties as to their several rights and obligations under this lease that are not settled by mutual agreement after thorough discussion, shall be submitted for arbitration to a committee of three disinterested persons, one selected by each party hereto and the third by the two thus selected; and the committee's decision shall be accepted by both parties.
6. **Landlord subordination.** In consideration of loan(s) to be made by the Farm Service Agency (FSA) the landlord hereby subordinates in favor of the FSA any lien the landlord now has or may acquire in or on: (a) the livestock and farm equipment purchased or refinanced by the tenant with FSA loan(s); (b) the crops, livestock increase and livestock products of the tenant (except a lien on such property produced in any year for that year's rent); (c) any other livestock and farm equipment owned by the tenant to the extent such lien is to secure advances to be made or supplies to be furnished by the landlord.
7. **Additional agreements:**  
(73) [redacted]  
[redacted]  
[redacted]  
[redacted]

IN WITNESS WHEREOF, the parties have signed this lease on the date first above written.

Witness: (74)

(75)

[SEAL]

[SEAL]

(76)

[SEAL]

**NOTE:** The following statements are made in accordance with the Privacy Act of 1974 (5 USC 552a): the Farm Service Agency (FSA) is authorized by the Consolidated Farm and Rural Development Act, as amended (7 USC 1921 et seq., or other Acts, and the regulations promulgated thereunder, to solicit the information requested on its application forms. The information requested is necessary for FSA to determine eligibility for credit or other financial assistance, service your loan, and conduct statistical analyses. Supplied information may be furnished to other Department of Agriculture agencies, the Internal Revenue Service, the Department of Justice or other law enforcement agencies, the Department of Defense, the Department of Housing and Urban Development, the Department of Labor, the United States Postal Service, or other Federal, State, or local agencies as required or permitted by law. In addition, information may be referred to interested parties under the Freedom of Information Act (FOIA), to financial consultants, advisors, lending institutions, packagers, agents, and private or commercial credit sources, to collection or servicing contractors, to credit reporting agencies, to private attorneys under contract with FSA or the Department of Justice, to business firms in the trade area that buy chattel or crops or sell them for commission, to Members of Congress or Congressional staff members, or to courts or adjudicative bodies. Disclosure of the information requested is voluntary. However, failure to disclose certain items of information requested, including your Social Security Number or Federal Tax identification Number, may result in a delay in the processing of an application or its rejection.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0162. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

(Acknowledgment in appropriate form to be attached).

FARM LEASE  
Between

(Landlord)

(Tenant)

USE OF THE FARM LEASE FORM

This form contains suggested provisions for a livestock-share farm lease. Whether particular provisions should be included or modified in your lease depends on the agreements between the parties and whether the provisions are appropriate under the laws of your State. Spaces are provided for writing in particular details or special arrangements that a landlord or a tenant may want. By using the Annual Supplement to Farm Lease (Form FSA 1940-56). Details of the lease can be changed from year to year without preparing a new lease.

Prepared and Issued by

U.S. DEPARTMENT OF AGRICULTURE