

## **Agricultural Leasing in Maryland**

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**Note:** This publication is intended to provide general information about legal issues in agricultural leasing and should not be construed as providing legal advice. It should not be cited or relied upon as legal authority. State laws vary and no attempt is made to discuss laws of states other than Maryland. For advice about how the issues discussed here might apply to your individual situation, you should consult an attorney.

### **Introduction**

According to USDA's National Agricultural Statistic Service (NASS), agricultural producers lease over 42 percent of all agricultural land in Maryland, or 865,692 acres in 2007 (Ag Census, 2007). Leases for agricultural real estate, equipment, and/or livestock take different forms to meet the needs of the landlord and the tenant. This guide provides an overview of various land leasing issues facing agricultural landowners and agricultural land tenants and raises issues important from both a landowner's and tenant farmer's perspective. Subjects discussed here include:

- The general legal enforceability of both oral and written leases;
- Common types of agricultural leases;
- The renewal and termination of leasing arrangements;
- Death of the landlord or tenant;
- The landlord's right of reentry onto leased premises during the leased period;
- The responsibility for repairs of the leased premises;
- Noxious weed control;
- Insurance issues;
- Failure to pay rent and how a landowner can protect himself;
- Bankruptcy of the landlord or tenant; and
- Lease language that parties should consider when a leased property is subject to multiple economic uses such as hunting, mineral development, or wind energy.