

Summary

Leasing land for agricultural production has often been as simple as agreeing to a rental rate, the duration of the lease, and shaking hands. And in many cases, landowner and tenant have been satisfied with the arrangement. However, as outlined above, many situations can arise to cause friction to a relationship based on an oral agreement. Written documents ensure that both parties know exactly what they have decided to occur under a variety of scenarios. Depending on the needs of a landlord and tenant, an agricultural lease can be simple or more complicated. All parties should evaluate their needs and goals in the leasing arrangement and then negotiate for language in the lease that meets those goals. While external requirements for written leases are few, all parties may find using a written lease allows them to include explicit agreements about issues before any problems arise. In addition, a written and signed document increases the legal enforceability of the agreement if a dispute ever arises and cannot be solved amicably.

References

Calvert Joint Venture #140 v. Snider, 816 A.2d 854, 874 (Md. 2003).

Carmine v. Bowen, 64 A. 932 (Md. 1906).

Neil D. Hamilton, *Adjusting Farm Tenancy Practices to Support Sustainable Agriculture*, 12 J. AGRIC. TAX'N & LAW 226 (1990).

Internal Revenue Service, *Publication 225 (2011), Farmer's Tax Guide* (Oct. 17, 2011) available at <http://www.irs.gov/pub/irs-pdf/p225.pdf>.

Julian v. Christopher, 575 A.2d 735 (Md. 1990).

Katz v. Williams, 211 A.2d 723, 726 (Md. 1965).

Miller v. Howard, 110 A.2d 683 (Md. 1955).

North Central Farm Management Extension Committee, *AgLease101.org*, available at <http://aglease101.org>

North Central Farm Management Extension Committee, *Crop Share Rental Agreements For Your Farm* (Dec. 2011), available at <http://aglease101.org/DocLib/docs/NCFMEC-02.pdf>

North Central Farm Management Extension Committee, *Fixed and Flexible Cash Rental Agreements For Your Farm* (Dec. 2011), available at <http://aglease101.org/DocLib/docs/NCFMEC-01.pdf>.

Piedmont & George's Creek Coal Co. v. Kearney, 79 A. 1013 (Md. 1911).

Schluderberg v. Dietz, 144 A. 774 (Md. 1929).