

News Column
by Greg McClure, KSU-Riley County Extension Agriculture Agent
110 Courthouse Plaza
Manhattan, KS 66502

For Release 07/31/17
Phone: 785/537-6350
Fax: 785/537-6353

KANSAS AGRICULTURAL LEASE LAW

Leasing is a topic I normally cover in January because the end of January is when termination notice must be given if a landlord wants to terminate an oral lease in Kansas. But, leasing questions arise nearly every month of the year.

As a quick review, when terminating an oral lease in Kansas three conditions must be met. First, the notice must be in writing. Second, notice must be given at least 30 days prior to March 1. And third, the termination date must be stated as March 1.

If any one of those three conditions is not met, then the termination is inadequate and the tenancy will continue for another year.

A common misconception is that these rules for termination don't apply to pasture. That is wrong. Pasture leases fell into a gray area 15 years ago, but the law has been cleaned up and the same rules for termination and continuation of leases now apply to both pasture and cropland leases.

Once you think you have it figured out, there is always another question that pops up. In regard to leases, the next question that arises is, "What about hay meadows?"

Whether land is used for grazing or for hay production, it still falls into the pasture category. In fact, land that is in trees, shrubs, or other waste land falls into the pasture category too.

It's actually pretty simple. The same leasing rules apply to all agricultural land. Period.

Before the law was clarified to include pasture land, I can recall several cases where tenants were told on May 1, by the landowner, that they didn't want any cattle in their pasture that year. That's a tough situation for a cattleman, and is something that shouldn't happen now.

I even experienced a similar situation myself in the early 1980's. I was renting three small pastures from my great uncle and, because of the size of the pastures, I rotated 25 cows and a bull through them rather than splitting the cows up. In late May, while the cows were in the first pasture, I noticed cows already in the second pasture. Not mine!

Well,... Uncle Theron was pretty old, and his memory wasn't the best. What I learned happened is that he asked a neighbor (who knew I had rented the pasture and planned to use it again) when they were going to put cows in that pasture. And they did.

Unfortunately, I'm still annoyed.

But, what do you do? I had other land rented from Uncle Theron and really didn't blame him. I needed to keep that land so I bit my tongue and moved on,...but not until after asking the neighbors what they were thinking!

There are two solutions to most leasing disputes – better communication, and putting the lease in writing. I believe that putting a lease in writing also leads to better communication. So, even though I know there are many oral leases that are functioning wonderfully, I still recommend that all agricultural leases be written.

Where do you start? I send everybody to the internet, to K-State's agmanager.info website. Click on land and leasing, then forms, and you'll find plenty of sample leases that you can modify to fit your needs, or just fill in the blanks and use as is.

Personally, I don't even care if you sign the lease – although it would have to be signed to be binding. My purpose for having a written lease is so both parties know what is expected.

Do I practice what I preach? Sort of. The lease with my dad was an oral lease. He dictated those terms (no written lease), but otherwise we communicated pretty well. Our other two leases are both written, one signed and the other not. Right or wrong, it works for us.

If you have questions, you can reach me at the Riley County Extension Office at 785/537-6350. Or, you can send e-mail to gmcclure@ksu.edu.

K-State Research and Extension is an equal opportunity provider and employer.