

WEEKLY NEWS COLUMN  
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## AGRICULTURAL LEASING

More than fifty percent of Kansas agricultural land is rented. Many farmers find leasing to be a necessity in order to run a viable agricultural business due to high land costs and inputs. With a decrease in the number of farmers and farmers, there has been an increase in the amount of acres leased for farm use, and the importance of leases in the agricultural industry continues to rise.

Kansas law necessitates that proper written notice of lease termination be provided to tenants at least 30 days prior to March 1. The exception to this is when a termination date is otherwise noted in a written lease that is signed by the parties. Oral leases terminate on March 1. Proper notice to terminate a lease must be: 1) in writing, 2) at least 30 days prior to March 1 and 3) must fix March 1 as the termination date of the tenancy. If notice to terminate doesn't not comply with these requirements, the tenancy will continue.

Types of leases vary from farm to farm, as do the terms of leases. A lease may be a simple oral agreement; or a complex, lengthy written document. Certain provisions of Kansas Statutes automatically become a part of the lease terms for oral leases. Oral leases are unenforceable if they cannot be performed within one year, while a written lease may cover any length of time. While an oral lease agreement is legally enforceable, it is much more desirable to spell out lease terms in writing. This forces both parties to identify issues that are relevant, which increases communication and can help avoid potential problems in the future. A written lease may be as simple as a note or memorandum concerning the lease and is sufficient as long as the parties sign it.

When constructing a lease agreement, it is important that the terms of the lease be transparent and communicated to both parties. Regardless of the type of lease used, both parties must understand the details of their lease agreement and the laws that affect their lease. Parties to a lease are presumed to know of existing laws when the lease is entered, and their terms are interpreted and enforced in light of contract law.

For more information about lease agreements, visit [www.agmanager.info/land-leasing](http://www.agmanager.info/land-leasing) or contact the Cowley County Extension Office 221-5450, 441-4565.

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