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# On Pasture

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## How to Work Successfully With Non-Farming Landowners

By [Ben Waterman](#) / August 7, 2017 / [1 Comment](#)

A successful, long-term farm tenure arrangement between farmer and non-farming landowner depends on good communication, and can help you decide whether or not you, as the leasee can realistically meet the non-farming landowner's goals and expectations, and whether or not the land can realistically meet your goals and expectations. Good communication can also be used throughout the lease terms to maintain a friendly relationship, ensuring issues are brought forth in easy conversation rather than letting them evolve into messy disputes.

So how do you start? According to University of Vermont's [FarmLASTS](http://www.uvm.edu/farmlasts/) (<http://www.uvm.edu/farmlasts/>) project findings, communication should focus on six key points:

1. Communicate with your landlord!
2. Educate landlords about agriculture.
3. Explain farm costs and any changes.
4. Provide reports about progress, changes and challenges.
5. Maintain the appearance of the property.
6. Treat landlords respectfully, like family.



Why is communication so crucially important? Lease agreements go sour when it is absent. One of the most most common pitfalls in lease arrangements I've witnessed is where the farmer implements an alteration to the land that he/she thought was

totally permissible, for example a structure is built, a woodland is select cut for firewood, or a field is tilled under — but the landowner has a completely different view, becomes angered about what the farmer did, and the arrangement then goes south fast, often involving mediation, lawyers and the kinds of stories we'd rather leave untold. This kind of situation can be prevented! A simple conversation can be had BEFORE the improvement is implemented. It might seem unnecessary, because maybe the same thing was agreed upon a year ago—but things change, people change, other family members of the landowner might want their say in things, and for all these reasons it is good insurance to have a simple conversation.

## **Here are two communication tools you can use:**

### **1. A Letter**

Before you lease, prepare a letter of intent that states your goals, values, strategies for caring for the land, what type of business you plan to operate, and what improvements will need to exist, or be made on the land. This can be a generic letter, addressed “Dear landowner,” or “Dear Farmer.”

Date, Year

Dear Landowner,

We are experienced farmhands aspiring to lease at least 50 acres of land to operate....

We strongly value a culture of responsible land stewardship, and plan to implement soil and water conservation practices such as...

We would be happy to share with you a business plan for our \_\_\_\_\_ operation.

We also have compiled a stewardship plan that details how we intend to care for the land we lease...

We strive to maintain a well-kept appearance of our cultivated fields, roadways, buildings...

To sustain our operation, we will need to build a ... which we will remove from the property...

We would look forward to meeting with you to talk about your goals for having a farmer lease the land, and share more information with you about our backgrounds and future farming aspirations...

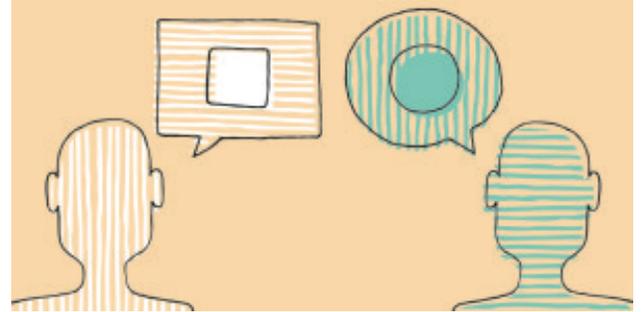
A generic letter of intent written by the farmer can serve as a good communication tool that presents the farmer as professional, and can give a non-farming landowner a degree of assurance that the arrangement is worth exploring further.

This type of letter serves as an excellent communication tool to address what most non-farming landowners have as foremost concerns. Most want to be assured that the farm tenant is also an environmental steward and will care for the land. Most will be very curious what type of operation is planned. Most non-farming landowners will want to understand clearly how their land might be altered.

## 2. A written lease agreement

The written lease agreement can be used as an excellent tool for communication, not just for negotiating how to start a tenure arrangement, but also for how to carry it on sustainably.

While crafting a lease agreement, try to include provisions that spell out processes for the farmer tenant and landlord to communicate. In the lease, you can articulate the process for agreeing upon alterations or improvements. Here is one example of a provision in the sample lease agreement found in the [appendix of the Legal Guide to the Business of Farming in Vermont](http://www.uvm.edu/farmtransfer/LegalGuideAppendix.pdf): (<http://www.uvm.edu/farmtransfer/LegalGuideAppendix.pdf>)



*“Farmer shall not make alterations or improvements to the Premises without the written consent of the Landowner. Consent shall be obtained by submitting a written description to Landowner of the proposed improvement, including its location, size, proposed use, and whether the improvement is to be severed from the property at the termination of the lease...Landowner may approve, disapprove, require more information, or require certain modifications to the proposed improvement. Farmers final written proposal including a clear indication of Landowner’s assent and signed by Landowner shall constitute written consent of Landowner...”*

The above might seem “lawyery,” but it is nothing more than a sign that both parties are striving towards good communication, represented by a clearly articulated process spelled out in the lease for coming to an agreement when the appropriate time comes.

## Keep Talking!

A conventional lease creates a natural degree of separation between a farm entity and a landowner, each with specific rights and responsibilities. But it often also helps to forge a more informal relationship with a landowner. Communicate as often as possible in an open, friendly manner, as common sense dictates is appropriate. Farmers can recognize that non-farming landowners might not have a strong knowledge base about agriculture, but chances are if they are open to renting their land to a farmer, they have the desire to learn.



### **Provide regular updates:**

Regularly update landlords regarding crop conditions and commodity markets during the growing season. Include photographs where possible. Anticipate the landlord’s interest in how the weather is influencing crops, when planting or harvesting will begin, and reasons for any delays in planting or harvesting.

### **Inform and educate:**

Particularly for absentee or non-farm landlords, you should provide information regarding agriculture and farming. Regular mailings of print media articles, newsletters, etc. both serve to educate landlords and demonstrate attentiveness. Consider developing a web site for informing not only absentee landlords, but their heirs who may inherit the property. Over informing may be the best strategy, particularly early in a new landlord-tenant relationship.

