

NUTRIENT MANAGEMENT ADDENDUM: ILLINOIS FARM LEASE

To use this addendum for your lease form: Complete two identical copies of this form (one for owner/lessor and one for tenant/lessee). Fill in the items below as applicable. This addendum can be used for either the Illinois Fixed Cash Lease Form [<https://farmdoc.illinois.edu/publications/fixed-cash-rent-lease-form-short-form-pdf>] or Illinois Crop-Share Farm Lease [<https://farmdoc.illinois.edu/publications/crop-share-lease-form-pdf>], or any other lease; it can be attached directly to the lease or sent separately from the lease. In section 7 of the Illinois Cash Lease Form, write in the following:

***Incorporation by Reference.** All exhibits and addenda attached hereto are hereby incorporated into this Lease and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this Lease, such exhibits or addenda shall control.*

NOTE: A lease and any addendum to a lease creates and alters legal rights; thus, owner/lessor and tenant/lessee should strongly consider discussing lease provisions with their respective legal advisors.

THIS ADDENDUM FOR NUTRIENT MANAGEMENT (“Addendum”) is entered into on this date, _____, by and between _____ (“Lessee-Tenant”) and _____ (“Lessor-Owner”) to be incorporated by reference to the lease for farmland dated _____ by and between the same parties.

A. Recitals:

1. Lessee-Tenant and Lessor-Owner have entered into a certain lease for farmland;
2. The parties hereby agree to the additional terms contained in this Addendum for the purposes of nutrient management on the farmland; and
3. For due and valuable consideration as set forth in this Addendum, the receipt of which is hereby acknowledged by the parties.

B. Lessee-Tenant agrees:

1. That nutrient management is critical to conserving water quality and reducing nutrient losses from farmland;
2. That Lessee-Tenant is responsible for compliance with all laws, regulations, and policies related to the application of fertilizers and nutrients;
3. To adopt the following nutrient management practices for the term of the lease:

Specific Nutrient Management Practices (optional, select only those agreed-to):

NOTE: by checking a practice or practices, the Lessee-Tenant is agreeing to adopt, continue or maintain the practice(s) for the life of the lease.

All nutrient application on the farmland subject to the lease will not exceed [__]% of the Maximum Return to Nitrogen (MRTN) as determined by the Corn Nitrogen Rate Calculator available at the following website: <http://cnrc.agron.iastate.edu/>.

<input type="checkbox"/>	At least [_____] % of nitrogen fertilizer will be applied after planting.
<input type="checkbox"/>	Adopt split nitrogen application, such that not more than [_____] % will be applied in the fall, [_____] % applied before planting and [_____] % applied after planting.
<input type="checkbox"/>	Include the amount of nitrogen applied in the application of diammonium phosphate (DAP) or monoammonium phosphate (MAP) as part of the nitrogen plan, as follows [_____].
<input type="checkbox"/>	Calculate credits for manure and previous legume crops for the farmland subject to the lease prior to applying additional nutrients and report them to Lessor-Owner.
<input type="checkbox"/>	To conduct soil testing for the purposes of measuring residual nutrients on the farmland subject to the lease after harvest and report the results to the Lessor-Owner in a timely manner.
<input type="checkbox"/>	Adopt a nutrient management plan in coordination with and approved by the Natural Resources Conservation Service (NRCS) or such other conservation organization known as [_____].
<input type="checkbox"/>	Shall not apply manure, nutrients or other fertilizers on frozen ground or in a manner that the Lessee-Tenant reasonably understands is likely to lead to increased losses from the fields.
<input type="checkbox"/>	Lessor-Owner is not liable and shall be held harmless for any nutrient application, including manure and synthetic fertilizers, by the Lessee-Tenant under the lease.

C. Lessor-Owner agrees:

1. That the description for the nutrient management as selected and indicated above is sufficient;
2. That the rent for the farmland shall be adjusted accordingly due to the agreement for nutrient management practices as indicated above:

Specific Adjustments to Rent for Nutrient Management Practices (optional, select only those agreed-to):

NOTE: by checking a practice or practices, the Lessor-Owner is agreeing to adjustments in rent for the life of the lease or until such further addendums or revisions as agreed-to by both parties in writing and incorporated by reference.

<input type="checkbox"/>	Lessor-Owner recognizes that Lessee-Tenant will incur costs related to soil testing and that the information is important for Lessor-Owner and the value of the farmland subject to the lease; accordingly the annual rent will be reduced by [_____] % or \$_____/acre] for each year of the lease in which a soil test is conducted by Lessee-Tenant and provided to Lessor-Owner.
<input type="checkbox"/>	<i>General reduction option:</i> Lessor-Owner recognizes that Lessee-Tenant will incur costs related to nutrient management and otherwise adopting and managing conservation practices on the farmland subject to the lease; accordingly, the annual rent shall be reduced by [_____] % or \$_____/acre]. In the case of a multi-year lease, this reduction shall be applied to the total for each subsequent year of

the lease, except that the reduction shall be decreased by [_____% or \$ ____/acre] each year until the full rental rate is reached.

Signatures of parties to Addendum:

Lessor-Owner

Date

Lessee-Tenant

Date