



# Pasture Lease Agreement

January 2021

## Foreword

**This document should not be considered as either an interpretation or complete coverage of all the laws affecting land rental arrangements, nor does it deal with the potential implications of the *Income Tax Act* (see Appendix 4). The Government of Saskatchewan assumes no responsibility towards readers using it for such purposes.**

**All land rental arrangements should be discussed with a third party such as a Professional Agrologist, accountant, tax consultant and/or your lawyer before they are signed. Revenue Canada will also provide information on tax implications.**

This publication provides management information, important considerations and guidelines for the landlord and tenant when negotiating a pasture lease agreement on privately owned land. The landlord and tenant should study the material carefully and prepare a written agreement that suits their individual situation. The sample lease agreement in this publication is for illustrative purposes only. It should be an objective of the parties to keep the agreement as clear and concise as possible. **You should have your lawyer review any lease agreement before it is finalized.**

*Warning: Landowners who rent land to anyone other than a spouse or child may not qualify for the capital gain rollover, under the *Income Tax Act*, when the land is transferred to a child at a future date. Consult a lawyer and/or accountant for specific information.*

For more information, contact the Agriculture Knowledge Centre at 1-866-457-2377 or visit [saskatchewan.ca/agriculture](http://saskatchewan.ca/agriculture).

### **DISCLAIMER:**

The information and sample lease agreement contained in this publication is intended to assist landlords and tenants in negotiating and administering pasture lease agreements. It is not intended to take the place of legal, accounting, or tax advice and should not be relied on for those purposes. Anyone entering into a pasture lease should review their situation with a lawyer and an accountant before entering into an agreement.

The calculations contained in this publication are included for illustrative purposes only. The Ministry of Agriculture makes no representations as to the completeness or accuracy of the calculations, nor does it make any claims as to the currency, representative nature or appropriateness of the amounts used in the calculations.

The contents of this publication are provided without warranty on an “as is” basis and the Government of Saskatchewan makes no warranties or representations regarding the accuracy, completeness or relevance of the information to the reader’s circumstances. The Government of Saskatchewan assumes no liability or responsibility whatsoever with respect to loss or damage caused by or alleged to be caused by the use of this publication.

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## **Introduction**

A lease agreement is a legal document that sets out the terms of an agreement between a landlord and tenant. In most pasture lease arrangements, the landlord supplies the pasture land and the tenant supplies the livestock. A proper lease will determine in advance how all costs, income (payment schedules), responsibilities and liabilities are to be treated.

It is important to have these agreements in writing. This publication provides sample clauses and forms to guide you in developing a pasture lease agreement. The Saskatchewan Premises Identification (PID) system is an integral part of Canada's traceability system. PID facilitates linking livestock and poultry to geographic locations. It is critical to accurately prepare for, respond to and recover from animal health issues and emergencies. Please ensure the lands mentioned in this agreement are PID registered.

## **Designing a Lease Agreement**

A pasture lease agreement can be based on flat fees or the sharing of expenses. Regardless of rate, tenants and landlords need to determine the property's carrying capacity and stocking rate, discuss considerations of supervision, management, maintenance, liability and scenarios where alternative plans need to be put into place. There needs to be a balance between risk and potential profit for each party. While most pastures are rented for the entire season, in some cases, short-season pasture may be available. For these arrangements, determining rent based on animal unit months is a good approach.

Going through the sample agreement will prompt you to think about the many important aspects of an arrangement. Pasture productivity and sustainability is one of the most important aspects of a pasture lease agreement. It varies with range condition, type of vegetation, soil type and climatic conditions. Defining the length of season, discussing grazing management, and options to deal with drought or flooding if they arise are important to the success of the agreement. Improvements such as fertilizing forages and/or cross-fencing to increase productivity or improve herd distribution should also be discussed.

Liability protection for both the landlord and tenant is also important. For example, smoke from burning grass or failure by a tenant to adhere to environmental law. Potential issues should be discussed upfront and dealt with in the lease where appropriate. Your objective should be to provide certainty to both parties, so that they will know in advance what the implications can result from certain events or circumstances. This will decrease the risk of disputes regarding the interpretation of the lease that may prove to be lengthy and costly to the parties. As stated many times in this publication, consultation with a lawyer is recommended.

The agreement should be comprehensive and written. Information to create the arrangement can be gathered from this and other documents, and others' experience, but ultimately you have to agree to the arrangement with the other party involved. A successful long-term lease arrangement must meet the expectations of both parties.

## Completing a Lease Agreement

Read this publication and study the sample clauses carefully to determine the impacts of each clause. Consult with your lawyer and Professional Agrologist. Calculate what you think is an equitable arrangement. Examples and worksheets are included to serve as a guideline in calculating the contributions of each party to the arrangement. Both parties should meet, if possible, to discuss the terms of the prospective lease, deciding which clauses are needed and removing the ones which are not. Make changes where desired and have one party draft the prospective agreement. Each party should then consult their own lawyer to determine final wording to meet the needs of both parties. Both parties sign and date the final copy in duplicate.

The landlord and lawyer should ensure that the requirements of *The Homesteads Act, 1989* (see Appendix 4) are met. The Act requires that the landlord's non-owning spouse (i.e., a spouse who is not a registered owner of the land) must give written consent to a disposition such as a sale or lease. A sample form, *Consent of Non-Ownning Spouse* (see Appendix 2), is provided. "Homestead" means property that is or has been occupied by both spouses as the family home at any time during their spousal relationship (*The Homestead Act, 1989*).

The Act also requires that the non-owning spouse appear before a solicitor, notary public, justice of the peace or judge to have a *Certificate of Acknowledgement* completed (see Appendix 2). This is to ensure that the non-owning spouse understands his/her rights in the homestead. He/she must sign the lease agreement and *Consent of Non-Ownning Spouse* of his/her own free will and consent without any compulsion on the part of the owning spouse.

Complete the *Affidavit of Landlord* form (see Appendix 2) if the landlord has no spouse, or if the land in the agreement has never been part of a homestead, or if the homestead rights of the landlord's spouse were relinquished pursuant to a court order or an inter-spousal agreement or Court Order pursuant to *The Family Property Act* (see Appendix 4).

It is a good practice to have the witness complete an *Affidavit of Execution* that confirms both parties completed the agreement (see Appendix 2)

If required now, or when needed in the future, the tenant and landlord can complete a *Consent to Make Major Improvements* form prior to making any major improvements (see Appendix 2). It should be clearly outlined what buildings or improvements are to be made, who will pay the cost of materials and how the tenant will be compensated for his/her labour or any costs incurred.

A tenant may wish to ensure the agreement remains in effect if the land is sold to another party. To do this, the tenant can file an interest with Information Services Corporation (ISC). Interests can be filed or removed online or at a regional ISC location. ISC can be contacted by phone at 1-866-275-4721 or by email at [ask@isc.ca](mailto:ask@isc.ca).

If the lease contains a renewal clause, the landlord and tenant can utilize the *Lease Renewal* form, the *Consent of Non-Ownning Spouse* form or *Affidavit of Landlord* form, and the *Affidavit of Execution* form to renew the lease agreement (see Appendix 2). All clauses in the lease agreement should be reviewed and adjusted as required. An interest would have to be re-filed with ISC for the new lease.

Attach a copy of any completed affidavits and/or forms to each copy of the lease agreement.

## Calculating Rental Rates

There are several methods which landlords and tenants can use to determine pasture rental rates. They include:

1. per acre of pasture;
2. per head of livestock;
3. per animal unit per month of grazing (AUM); or
4. market approach.

### 1. Per Acre of Pasture

This type of lease is based on the landlord's investment and costs. Landlords want to ensure that the pasture is not over-grazed while a tenant wants to get the maximum use from the available grass. The tradeoffs are complicated by the fact that pasture capacities and the length of grazing season vary from year to year. A common approach is for leases of this type to stipulate the maximum number of head and species of livestock, and the dates when the stock are to be added or removed from the pasture. A longer term lease provides greater incentive for the tenant to practice responsible range management. The downside to this type of lease is that if an environmental emergency, such as drought, fire or flooding occurs, affecting production, the rent remains the same unless the parties have provided otherwise in the lease.

#### Example 1 - Per Acre of Pasture Rental Rate Calculation

*Note: Values provided are for illustrative purposes.*

$$\begin{aligned} \text{Rent} &= \frac{(\text{land value} \times \text{interest rate}) + \text{taxes} + [(\text{replacement cost of water} + \text{fence}) \div \text{depreciation}]}{\text{available acres}} \\ &= \frac{(\$65,000 \times 5\%) + \$500 + [(\$10,000 + \$6,000) \div 20 \text{ years}]}{160 \text{ acres}} \\ &= \frac{\$3,250 + \$500 + \$800}{160 \text{ acres}} \\ &= \$28.44/\text{acre} \end{aligned}$$

## 2. Per Head of Livestock

This type of lease has the advantage of compensating the land owner, based on the number of livestock brought to the pasture. The lease should stipulate the dates under which the livestock should be added and removed from the pasture in addition to the type and number of animals. The tenant could be required to report to the landlord monthly, the number of animals on the property, if the number is fluctuating for some reason. The landlord may consider monthly invoicing in order to stay on top of the number of animals present on the land.

As a benefit over the per acre based rental, if environmental impacts reduce forage production, the rent can be adjusted because fewer animals grazed the land. This type of lease can be made to be more flexible from year to year. As such, it can provide a direct incentive to manage the resource properly.

### Example 2 - Per Head of Livestock Rental Rate Calculation

*Note: Values provided are for illustrative purposes.*

$$\begin{aligned}\text{Rent} &= \frac{(\text{land value} \times \text{interest rate}) + \text{taxes} + [(\text{replacement cost of water} + \text{fence}) \div \text{depreciation}]}{\text{Stocking Rate}} \\ &= \frac{(\$65,000 \times 5\%) + \$500 + [(\$10,000 + \$6,000) \div 20 \text{ years}]}{200 \text{ head}} \\ &= \frac{\$3,250 + \$500 + 800}{200 \text{ head}} \\ &= \$22.75/\text{head}\end{aligned}$$

$$\text{To determine } \$/\text{head}/\text{day} = \frac{\$22.75/\text{head}}{30 \text{ days}} = \$0.76/\text{head}/\text{day}$$

## 3. Per Animal Unit per Month of Grazing (AUM)

This type of lease also bases rent on the amount of grazing which is available annually. The advantage over the per head calculation, is that the AUM is a common measuring tool for stocking rates and easily converts between bulls, cow-calf pairs or other species; whereas, the per head calculation is based strictly on the number of animals, regardless of size. The number of AUMs is stipulated in the lease and the date when livestock are moved in and out can be set by the landlord each year. This can be advantageous to the landlord, to protect the pasture condition by controlling the length of season. The agreement can still be flexible for the tenant, on the number of animals and timing of grazing. The rent can vary year to year by being based on the actual length of grazing season and AUMs utilized or can be fixed with a pre-determined stocking rate. Appendix 3 has information on stocking rates and carrying capacity.

### Example 3 - Per AUM Rental Rate Calculation

*Note: Values are for illustrative purposes only. Owner's cost per acre from Example 1.*

$$\text{Rent} = \frac{\text{Owner's Cost per Acre}}{\text{AUM/acre}} = \frac{\$28.44/\text{acre}}{1.3 \text{ AUM/acre}} = \$21.88/\text{AUM}$$

#### 4. Market Approach

The market approach is based on what other pasture rental agreements are in the local community. Talking to neighbours and others who rent land can provide valuable information to determine local rates. However, rates will vary with the type of services being provided and with the terms and conditions of the agreement. Some examples include, pastures that are being rented to family members at a discounted rate, neighbours that are doing the other a service (i.e. brush control) and others who are looking to turn a marginal profit. Both parties should still work through the calculations to determine if the community standards are acceptable in their situation. Costs vary from one operation to the next.

Another way to find out about the local market is to advertise and call for tenders where the interested people, in writing, tell what they would offer.

**Appendix 1: Sample Pasture Lease Agreement**

This Pasture Lease made in duplicate the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN

\_\_\_\_\_ of \_\_\_\_\_  
(Landlord’s Name) (Address)

In the Province of Saskatchewan hereinafter called the "landlord" being the registered owner or the purchaser under an Agreement for Sale of Land described below.

- and-

\_\_\_\_\_ of \_\_\_\_\_  
(Tenant’s Name) (Address)

In the Province of Saskatchewan hereinafter called the “tenant.”

**1. Land**

Witness that in consideration of the rents, covenants, promises, and agreements contained in this lease on the part of the tenant to be paid, observed, and performed, the landlord does hereby lease to the tenant the following farm lands and premises situated in the Province of Saskatchewan, that is to say:

Land (legal description and Premises Identification number): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called “the land.”

Accepting and reserving unto the landlord the following lands, buildings and improvements, namely:

Lands Reserved: \_\_\_\_\_  
\_\_\_\_\_

Buildings and Improvements Reserved: \_\_\_\_\_  
\_\_\_\_\_

**2. Term**

This agreement will commence on \_\_\_\_\_ (date) and expire on \_\_\_\_\_ (date).

**3. Rental** (Use the appropriate clause and determine and state in this agreement if GST is to be included in the price or paid on top of the stated price.)

**Per acre:** Total rent of \$ \_\_\_\_\_ for use of the said land during the term of this lease, to be paid on or before \_\_\_\_\_ (date) of each year. Rental total is based on \_\_\_\_ (number of acres) at \$ \_\_\_\_\_ per acre.

– or –

**Per head of livestock:** The tenant is permitted to place \_\_\_\_ (number of head of livestock) on the land on \_\_\_\_\_ (start date) to be removed by \_\_\_\_\_ (end date) at a rate of \$ \_\_\_\_\_ per animal (or cow-calf pair per day). To be paid on or before \_\_\_\_\_ (date) of each year.

– or –

**Per AUM:** Total rent of \$ \_\_\_\_\_ for use of the said land during the term of this lease, to be paid on or before \_\_\_\_\_ (date) of each year. Rental total is based on \$ \_\_\_\_\_ per AUM. (It may be worth noting the animal species referred to as well as stocking rate).

– or –

**Market Approach** (or other rental rate as noted): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Saskatchewan Laws Apply**

The contents of this agreement shall for all purposes be constructed according to the laws, legislation and regulations of the Province of Saskatchewan and any cause of action arising hereunder shall be entered and tried in the judicial centre serving the area of Saskatchewan in which the land of this agreement is located.

**5. Landlord and Tenant Definitions**

The terms "landlord" and "tenant" shall include their heirs, executors, administrators, successors, and assigns in the singular or plural number and feminine or masculine gender when the context or the parties so require and all the covenants shall be construed as being joint and several.

**6. Resource Protection**

The tenant shall:

a) care for the livestock in accordance with industry’s recommended code of practice (*You may wish to specifically identify the code, such as the Code of Practice as written by the National Farm Animal Care Council. If the tenant is a part of the Verified Beef Production Plus Program, or McDonald’s Verified Sustainable Beef Program, they shall care for the livestock in accordance to the program’s specifications as well*);

b) use pesticides in accordance with labelled directions and landlord consent;

c) control weeds, pests, and insects on the land in a sustainable manner and in accordance with *The Pest Control Act* (see Appendix 4), *The Weed Control Act* (see Appendix 4), and the Regulations made pursuant to those Acts.

d) (*describe any additional responsibilities of the tenant here*)

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The tenant shall not:

a) allow overgrazing of any of the land that is in grass or forages;

b) overload nutrient levels on the land or waterbodies;

c) allow pesticide to drift on to non-target lands, including adjacent lands and waterways;

d) accumulate, permit, or allow the accumulation of any waste material, debris, refuse, or garbage; and allow any site contamination such as, but not limited to, chemicals, oil spills, hydro carbons, or any other waste materials on the land or adjacent water bodies.

e) (*describe any other stipulations that the tenant shall not do here*)

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## **7. Use of the Land**

The tenant will use the lands and premises for the purpose of pasturing livestock or forage production, and the tenant shall not, without the written consent of the landlord:

- a) sublet, or assign this lease, or any part thereof, or any interest therein;
- b) change the natural course of any waterways on the said land;
- c) cut down trees growing upon the land, nor will he/she permit any other person to do so;
- d) allow the entry of any persons for the purpose of outfitting, eco-tourism, picking of berries or flowers, or any such plant materials;
- e) remove any sand, gravel, clay, stone, or other such substances existing on or under the surface of said land;
- f) bring into cultivation any new lands.

## **8. Hunting on the Land** *(it may be beneficial to include a clause regarding other persons hunting on the land, in addition to the tenant)*

The tenant is permitted to hunt on the Land for the length of the lease agreement.

– or –

The tenant is not permitted to hunt on the Land during the length of the lease or after the agreement is dissolved.

## **9. Insurance**

Insurance on all leased buildings in this agreement shall be the responsibility of the \_\_\_\_\_  
*(landlord or tenant).*

*(Include any other insurance requirements such as Forage Rainfall Insurance or Western Livestock Price Insurance, etc.)*

## **10. Compensation for Oil and Gas, Utilities, Roads, and Rights-of-Way**

Compensation for reasons such as, but not limited to, property damage and inconvenience from oil and gas exploration, pipeline development, power and telephone line installations, or road construction, shall accrue to the party that has suffered the loss.

– Or –

Compensation for reasons such as, but not limited to, property damage and inconvenience from oil and gas exploration, pipeline development, power and telephone line installations, or road construction, shall accrue to the landlord.

**11. Taxes**

The cost of all municipal and school taxes on the land included in this lease shall be paid by the landlord.

**12. Improvements**

The tenant accepts the lands as is and shall not make major improvements, other than what is considered normal repair and maintenance, to the leased land or any other assets identified in this agreement without written permission of the landlord. Major improvements, which without restricting the generality of the term, shall include water development, erosion control, fence and building construction, clearing, breaking, and seeding to pasture and hay land. Such consent shall be attached to and form part of the lease agreement. The amount of compensation shall be an amount agreed upon by the landlord and tenant.

Title to all improvements shall vest in the landlord and no improvements shall be sold, removed, disposed of, or encumbered without the written consent of the landlord.

**13. Repair of Buildings, Fences and Improvements**

Responsibility for normal maintenance and repair to buildings, fences, and improvements shall be as follows: *(Water quality monitoring, determining pasture health, etc. may also want to be noted.)*

Tenant's Responsibility (list items): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Landlord's Responsibility (list items): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**14. Indemnity for Improvements**

The tenant shall protect the said land and indemnify the landlord in regard to any and all liens and charges by reason of or in any way accruing from the construction of any building or the making of any improvements thereon done by or on behalf of the tenant.

**15. General Indemnity**

The tenant shall indemnify and save harmless the landlord against all claims, liabilities, demands, damages or rights or causes of action whatever made or asserted by anyone arising out of or incidental to this indenture or use or occupancy of the said lands and premises.

## **16. Breach by Tenant**

That if the term hereby granted or any of the goods and chattels of the tenant or his assigns shall be at any time seized or taken in execution or in attachment by any creditors of the tenant or his assigns, or if the tenant or his assigns shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, or if any writ of execution shall issue against the goods and chattels of the tenant or his assigns, the then current year's rent shall immediately become due and payable, and the said term shall immediately become forfeited and void at the option of the landlord.

## **17. Re-entry by Landlord**

That if the rent reserved or any part thereof be in arrears whether such rent has been demanded or not, or if there be default, breach or non-observance by the tenant at any time or times of any covenant, proviso, condition or reservation herein contained, which on the part of the tenant ought to be observed or performed, whether such covenant be positive or negative, or if there be any seizure or forfeiture of the said term for any of the causes herein specified, then the landlord or his agents may enter upon the said lands and premises and thereafter have, possess and enjoy them as if his indenture had not been made, and no acceptance of rent subsequent to any breach or default other than non-payment of rent nor any condoning, excusing or overlooking by the landlord on previous occasions of breach or defaults similar to that for which re-entry is made shall be taken to operate as a waiver of this condition, nor in any way defeat or affect the rights of the landlord herein.

The landlord shall have the option of requiring the cattle be removed from the land in order to protect the integrity of the land if: \_\_\_\_\_

\_\_\_\_\_

*(The tenant and landlord should agree on what terms the landlord can inspect the land and/or require the livestock to be removed from the lands if they are being overgrazed whether intentionally or due to unforeseen circumstances such as low-precipitation or damages that could potentially harm the integrity of the lands).*

## **18. Expiry of Lease**

The tenant shall, at the expiration of the said term or other agreed upon date, peaceably and quietly leave, surrender and yield up onto the landlord the said lands and premises in good and sufficient repair, with reasonable wear and tear and damage by fire, lightning and tempest only accepted.

## **19. Peaceful Possession**

If the tenant fulfils the terms and conditions of this agreement, the tenant shall and may peaceably possess and enjoy the said land for the said term, without any interruption or disturbance from the landlord or any representative of the landlord, unless otherwise stated in this agreement.

## **20. Inspection**

The landlord or a representative of the landlord has the right at all reasonable times to attend and inspect the said property. The landlord reserves the right of entry and exit over and upon the land in this agreement to use any land and buildings expressly excluded from this agreement.

## **21. Non-performance**

If either party shall fail in any respect to carry out any of the provisions of this lease agreement, the other may have the same done, and the costs shall be paid by the party failing to carry out the said provisions.

## **22. Renewal**

The term of this lease may be extended by mutual agreement between the landlord and tenant for a further period upon the same terms and conditions as contained herein, except as otherwise agreed in writing by the parties executing a renewal statement.

## **23. Arbitration**

The landlord and tenant may by mutual agreement submit any disagreement, which may arise with respect to the terms and conditions of this lease, to arbitration in accordance with *The Arbitration Act*. (*This provision should be considered optional.*)

## **24. Termination**

The landlord and tenant may terminate this agreement by providing \_\_\_\_\_ days written notice to the other party or by mutual agreement at any time.

## **25. Non-waiver**

A failure of the Landlord to immediately declare any default by the tenant at the time of its occurrence, or any delay in taking any action in connection with the default does not affect the right of the landlord to take such action at any later time.

**26. Severance**

If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

**27. Entire Agreement**

This Agreement, including any documents incorporated by reference, constitutes the entire and exclusive agreement between the parties relating to the subject matter of the Agreement and supersedes all prior agreements, undertakings, representations and understandings, written or oral, between the parties or their representatives. No amendment of this Agreement shall be effective unless it is in writing and executed by both parties.

I, \_\_\_\_\_ (*Tenant's Name*) do hereby accept this lease of the above described land to be held by me as tenant, and subject to the conditions, restrictions and covenants above set forth.

In Witness where of the parties have set their hands and seals this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SIGNED, SEALED AND DELIVERED**

in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Landlord)

**AND IN THE PRESENCE OF:**

in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Tenant)

## **Appendix 2: Sample Forms**

### **Consent of Non-Ownning Spouse**

I, \_\_\_\_\_, non-ownning spouse of \_\_\_\_\_,  
(Landlord's Spouse) (Landlord's Name)

consent to the attached disposition. I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the above/attached disposition in favour of \_\_\_\_\_ to the extent necessary to give effect to this lease. (Tenant's Name)

\_\_\_\_\_  
Signature of Non-Ownning Spouse

**Certificate of Acknowledgement**

I, \_\_\_\_\_, \_\_\_\_\_,  
(Indicate Capacity)

certify that I have examined \_\_\_\_\_, non-owning spouse  
(Landlord's Name)

\_\_\_\_\_, the owning spouse, in the above/attached lease separate  
(Landlord's Name)

and apart from the owning spouse. The non-owning spouse acknowledged to me that he or she:

- a) signed the consent to the disposition of his or her own free will and consent and without any compulsion on the part of the owning spouse; and
- b) understands his or her rights in the homestead.

I further certify that I have not, nor has my employer, partner, or clerk, prepared the above/attached lease and that I am not, nor is my employer, partner, or clerk, otherwise interested in the transaction involved.

\_\_\_\_\_  
Signature (Lawyer, Notary Public, Justice of the Peace, Registrar of Land Titles Office, Local Registrar of the Court of Queen's Bench)

**Affidavit of Landlord**

I, \_\_\_\_\_ of \_\_\_\_\_,

in the Province of Saskatchewan, make oath and say that:

1. I am the landlord.

2. My spouse and I have not occupied the land described in this disposition as our homestead at any time during our marriage.

- or -

2. I have no spouse.

- or -

2. My spouse is a registered owner of the land that is the subject matter of this disposition and a cosignator of this disposition.

- or -

2. My spouse and I have entered into an interspousal agreement pursuant to *The Family Property Act* in which my spouse has specifically released all his or her homestead rights in the land that is the subject matter of this disposition.

- or -

2. An order has been made by Her Majesty's Court of Queen's Bench for Saskatchewan/Unified Family Court pursuant to *The Family Property Act* declaring that my spouse has no homestead rights in the land that is the subject matter of this disposition and (the order has not been appealed and the time for appealing has expired) or (all appeals from the order have been disposed of or discontinued).

- or -

2. My spouse is the landlord named in this disposition.

Sworn before me at \_\_\_\_\_ in the Province of \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(A Commissioner for Oaths in and for the Province of Saskatchewan. My Commission expires \_\_\_\_\_, 20\_\_\_\_).

\_\_\_\_\_  
(Signature of Landlord)

**Affidavit of Execution**

To Wit:

I, \_\_\_\_\_ of \_\_\_\_\_,

in the Province of Saskatchewan, make oath and say:

1. That I was personally present and did see \_\_\_\_\_ and  
(Landlord's Name)

\_\_\_\_\_ named in the within instrument who are personally  
(Tenant's Name)

known to me to be the persons named therein, duly sign, and execute the same for the purposes named therein.

2. That the same was executed at the \_\_\_\_\_ of \_\_\_\_\_,

in the Province of Saskatchewan, and I am the subscribing witness thereto.

3. That I know the said landlord and tenant and they are in my belief of the full age of eighteen years.

Sworn before me at \_\_\_\_\_ in the Province of \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(A Commissioner for Oaths in and for the Province of Saskatchewan. My Commission expires \_\_\_\_\_, 20\_\_\_\_).

\_\_\_\_\_  
(Signature of Witness)

**Consent to Make Major Improvements**

Re: Land Lease Agreement between \_\_\_\_\_  
(Landlord's Name)

and \_\_\_\_\_ on the following farm land and premises:  
(Tenant's Name)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

from \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ to \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

I, \_\_\_\_\_ do hereby authorize  
(Landlord's Name)

\_\_\_\_\_ to make the following major  
(Tenant's Name)

improvements on the said land which shall become part thereof and vest in the landlord at the expiry or termination of the lease:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In so doing, the landlord will pay the tenant the following compensation for the improvements made:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Signature of Landlord)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Signature of Tenant)

**Lease Renewal**

We, \_\_\_\_\_ of \_\_\_\_\_ and  
(Landlord's Name) (Address)

\_\_\_\_\_ of \_\_\_\_\_,  
(Tenant's Name) (Address)

being parties to a land lease agreement for the term of \_\_\_\_\_ years from \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_ to the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

on the following farm land and premises:

\_\_\_\_\_  
\_\_\_\_\_

do hereby extend the term of the said agreement for the space of \_\_\_\_\_ years from  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ to the \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_ according to the terms and conditions outlined in the said agreement  
unless specified differently, that is to say:

I, \_\_\_\_\_, of \_\_\_\_\_,  
(Tenant's Name) (Address)

do hereby accept this lease of the above described land, to be held by me as tenant, and  
subject to the conditions, restrictions and covenants set forth above.

In witness whereof the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_.

**SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:**

\_\_\_\_\_  
As to the execution by landlord

\_\_\_\_\_  
(Signature of Landlord)

**AND IN THE PRESENCE OF**

\_\_\_\_\_  
As to the execution by landlord

\_\_\_\_\_  
(Signature of Tenant)

### **Appendix 3: Carrying Capacity and Stocking Rates**

This publication is not intended to provide recommendations on rating carrying capacity or stocking rates. For more in-depth information on specific stocking rates and pasture carrying capacity, please contact a Professional Agrolgist or your local Range Management Extension Specialist, or call the Agriculture Knowledge Center general inquiry line at 1-866-457-2377.

Carrying capacity is the number of grazing animals that a piece of land can support long term while maintaining or improving the rangeland resources (vegetation, soil, and water). Stocking rate is defined as the number of animals grazing on a given amount of land for a specified time. Stocking rates are often expressed in animal units (AUs)/unit area. Carrying capacity does not fluctuate yearly, while stocking rate can fluctuate based on range condition and precipitation.

The standard measurement for carrying capacity is the animal unit month. An animal unit month (AUM) is the amount of forage consumed by one animal unit in one month. One animal unit is defined as one mature 1,000-pound cow (which consumes about 26 pounds of forage [dry matter] per day). The table below illustrates the AUM Equivalent based on the weight of the animal as well as the number of animals that could be placed on pasture based on their AUM. For example, a 1,000 lb cow has an AUM of 1.0, while a sheep has an AUM of 0.2. In other words, every cow put on pasture could be replaced with 5 sheep.

Table 1. Animal Unit Equivalencies for species on a body weight basis

| <b>Animal Species</b> | <b>Weight (lbs.)</b> | <b>AUM Equivalent</b> | <b>Forage Dry Matter (daily lbs.)</b> | <b>No. Per AUM</b> |
|-----------------------|----------------------|-----------------------|---------------------------------------|--------------------|
| Cow                   | 1,000                | 1.0                   | 26.0                                  | 1.0                |
| Cow                   | 1,500                | 1.5                   | 39.0                                  | 0.7                |
| Heifer                | 700                  | 0.7                   | 18.0                                  | 1.4                |
| Bull                  | 1,500                | 1.5                   | 39.0                                  | 0.7                |
| Horse                 | 1,400                | 2.0                   | 52.0                                  | 0.5                |
| Sheep                 | 120                  | 0.2                   | 5.2                                   | 5.0                |
| Deer                  | 160                  | 0.25                  | 6.5                                   | 4.0                |
| Bison                 | 1,500                | 1.5                   | 39.0                                  | 0.7                |

Source: *Managing Saskatchewan Rangeland, 2008 (pg. 72)*

## **Appendix 4: Acts Referenced in this Publication**

Below are links to the Acts referenced in this publication. For further interpretation on this legislation, please consult your lawyer.

- *The Income Tax Act* – <http://publications.saskatchewan.ca/#/products/583>
- *The Homesteads Act, 1989* - <http://publications.saskatchewan.ca/#/products/566>
- *The Family Property Act* - <https://pubsaskdev.blob.core.windows.net/pubsask-prod/710/F6-3.pdf>
- *The Pest Control Act* - <http://publications.saskatchewan.ca/#/products/805>
- *The Weed Control Act* - <http://publications.saskatchewan.ca/#/products/31603>
- *The Arbitration Act, 1992* - <http://publications.saskatchewan.ca/#/products/77659>