

# IN THE FIELD

**Farm Bill Decision Tool  
Workshop**  
January 12 or 13, 2015  
9:00 a.m. – 3:00 p.m.  
Lifelong Learning  
Center  
801 East Benjamin Ave  
Norfolk, NE

Producers are welcome to bring their farm information with them and spend approximately 30 to 45 minutes working with the computer program to go through scenarios that best fits their operation. Computer availability is on a first come first serve basis.



## **Managing Cropping Challenges** January, 28, 2015 Community Center Bloomfield, NE

Registration begins at 8:30 a.m.  
Program begins at 9:00 a.m.  
Cost: \$20.00 without pesticide training  
\$45.00 with pesticide training  
Includes meal



This program is hosted by the Northeast Research and Extension Crops Team. It is designed to help local producers with challenges they are encountering with crop production.

Presentations include:

**Making the Most of Your Fertilizer Dollars**  
**Ensuring Efficient Center Pivot Management**  
**Nozzle Technology and Product Update**  
**Decisions for 2014 Farm Bill**  
**Update on Weed Resistance in Nebraska**

**Other Locations:**  
**January 27, Albion, Boone County Fairgrounds**  
**(Casey's Building)**  
**January 29, Pender, Firehall**

Pre-registration by contacting the Holt County Extension Office at (402) 336-2760.



## **Nebraska Extension Crops in Social Media**

Don't miss Nebraska Extension crops information on your favorite social media blogs.

### [Ag Climate Nebraska](http://agclimatenebraska.weebly.com/)

(<http://agclimatenebraska.weebly.com/>)  
with Extension Educator Tyler Williams

### [Crop Tech Cafe](http://croptechcafe.org/) (<http://croptechcafe.org/>)

with Extension Educators Nathan Mueller and  
Aaron Nygren

### [Extension Update](https://extensionupdate.wordpress.com/)

(<https://extensionupdate.wordpress.com/>)  
with Extension Educator Gary Zoubek

### [JenReesource's Extension](http://jenreresources.wordpress.com/)

(<http://jenreresources.wordpress.com/>)  
with Extension Educator Jenny Rees

### [Panhandle Pests](http://panhandlepests.blogspot.com/)

(<http://panhandlepests.blogspot.com/>)  
with Extension Entomologist Jeff Bradshaw

### [Views from VanDeWalle](http://vandewalleviews.wordpress.com/)

(<http://vandewalleviews.wordpress.com/>)  
with Extension Educator Brandy VanDeWalle

# Five Myths of Ag Landlord Rights

More than half of Nebraska's farmland is leased, and much of that with only a handshake agreement. At one time, that might have been enough, but now a written agreement allows both parties — landlord and tenant — the opportunity to spell out rights and responsibilities before issues arise, said Dave Aiken, Extension Agricultural Law Specialist. A written lease gives both parties an opportunity to discuss various operational aspects which may not be similarly understood and develop a mutually beneficial plan.

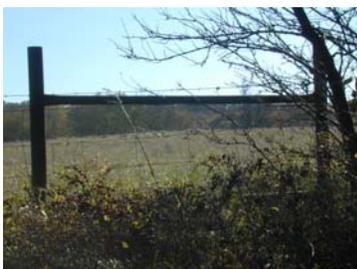


Landlords probably have narrower legal rights than they thought under handshake leases in Nebraska, Aiken said. However, tenants suddenly wanting to assert their rights may find themselves looking for different land next season.

## The Myths

Aiken outlined five points of commonly misunderstood landlord rights.

1. **Landlords can tell their tenants how to farm the land.** During the period of the lease, the tenant is in charge of how things are done on the farm, not the landlord. From a legal perspective the tenant calls the shots unless the parties both agree otherwise. If the landlord wants to specify how it should be farmed, the best route to avoiding misunderstandings midseason may be to discuss farming practices and note them in a written lease.
2. **Landlords can come onto their land any time they want because they own it.** In fact, a landlord can be a trespasser on his/her own rented land if the landlord comes without the tenant's permission. Without a written lease, the landlord legally has the right to come onto rented land only to collect the rent and make repairs. Otherwise, the landlord can come onto the property only with the tenant's permission. Of course, Aiken said, the tenant would be pretty short-sighted to push this too hard.
3. **Selling the farmland automatically terminates any leases on it.** In fact, if the landlord sells rented land, the new buyer is subject to any existing lease. And if the lease has not been legally terminated, the new buyer may be stuck with the tenant for one to two more years. If the landlord sells the land, the tenant is not likely to give up the lease without being paid.
4. **Landlords can change the rent any time before the new crop year begins,** which in Nebraska is considered to be March 1. In fact, in Nebraska, after Sept. 1, the landlord can't raise the rent for the following year without the tenant's agreement.
5. **Landlords can hunt on their rented land without their tenant's permission.** In fact, landlords can't hunt on rented land unless the tenant agrees to it.



In all these instances, discussing these rights ahead of time and noting them in the lease can help avoid misunderstandings and keep landlord-tenant relations positive. While the savvy tenant often will accommodate the landlord's interests in order to keep the lease, working from a written lease will benefit both parties.

For more information on ag leases, go to [aglease101.org](http://aglease101.org), where the document library has information on land, pasture, building, livestock and other farm leases as well as sample lease forms. [Ag Lease 101](http://Ag Lease 101) was created by and is maintained by the North Central Farm Management Extension Committee.