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Montana Father-Son Business Agreement

For Farm or Ranch

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AGRICULTURAL EXTENSION SERVICE
Montana State College — Bozeman, Mont.

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Montana
Father-Son Business Agreement
For Farm or Ranch

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Objectives of Agreements

Interest in the Sons Development

If you are parents with one or more sons or daughters you may have been wondering what plans you can make for their future and yours. A farm business agreement may fit into your plans. You may have more than one purpose or objective in mind.

In the first place you want to see the son well prepared for whatever he is going to do. He gets part of his preparation from school but much of the training he needs he will get at home. A young man is handicapped who does not learn to work or to take on responsibility before he leaves his home.

Help Him Become Interested In the Farm

You may want specifically to have the young folks in your family become interested in farming and may want to help them get started. Another purpose you may have in mind is to keep the farm in the family. Farm people learn to love the land where they have lived and raised their family and want to keep it in the family from one generation to the next.

Work Side by Side Before Retirement

Or you may be thinking of the time when you will want to slow down or retire. Often the father is not ready to retire by the time his son reaches maturity and is anxious to get started. If the son reaches the age of 20 when the father is between 40 and 50 years old, the father is then in the prime of life. A farm business agreement may make it possible for them to work side by side until the father is ready to slow down and turn over most of the responsibility to the son.

Any Worthy Young Person Will Do Although reference is made throughout the bulletin is in terms of father-son relationships, most of the points covered will apply equally as well to arrangements between a farmer and his son-in-law, or daughter, or any non-related young farmer with whom he feels he can work. The agreement form presented at the back of the bulletin is adapted to arrangements between any older person referred to here as the "senior party" and any younger person as the "junior party" who wish to enter into farm business agreement. This may even be a city investor who has bought a farm and wishes to share in the management and operation of his farm with some worthy young farmer.

Make It A Family Agreement Although reference is made throughout the bulletin to father and son, or "senior party" and "junior party" to the agreement, the terms should be understood to include the mother and the son's wife. The agreement described is a family agreement.

Merits of Farm and Ranch Business Agreements

Advantages To the Father and Mother From the standpoint of the parents, several advantages flow from helping the son grow into the farm business besides the pleasure of working with him. Such an arrangement will **allow the older persons to "slow down"** as time goes on without giving up the farm and without causing a decrease in its productivity. The father can gradually ease up on the more strenuous work and devote more time to management and perhaps to community affairs. In some cases he may even go into a public office, a business venture, or some other side line.

A very important requirement for success in "father-son" or other such arrangement is that the older persons be able and willing gradually to turn over a measure of responsibility and

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*It is customary in Montana to make a distinction between the terms "farm" and "ranch." However, for the sake of simplicity, in this bulletin the term "farm" is used to mean farm or ranch.

control to the younger persons as their ability and contribution to the business increases.

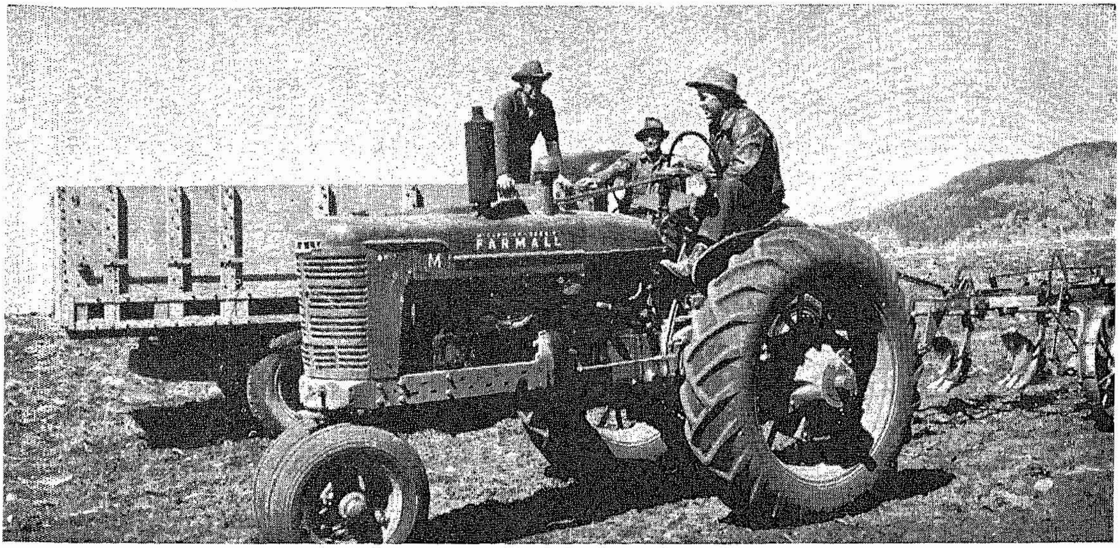
On the farm retirement for the father and mother is made possible if two houses are provided. In some cases, at least, this is desirable. It costs less to retire on the farm, and retirement can come earlier than if the older folk wait until they can afford to move to town. With better roads and more modern conveniences in farm homes, they can enjoy most of the comforts and pleasures they might have by moving to town, without breaking the ties with neighbors and friends or leaving the land they love. When the two homes are on the farms they should not be too close together, preferably a quarter mile or half mile apart.

Or retirement in a near-by town may be desirable. Often relatives or friends enjoy each other more if they do not have daily contact. Furthermore, what the town has to offer may appeal to the parents. Again, with better roads and modern means of travel, it won't be difficult to get from city to the farm as often as is desirable.

Advantages To the Son and His Wife

The son receives definite benefits. If a young man wants to farm, he finds it much more difficult to get started now than it was a generation ago. The increase in the amount of machinery and equipment required involves a much greater investment than was formerly necessary. Partly because of the increased use of machinery, the average size of Montana farms has increased and consequently the number of farms has decreased, making fewer farms available for new operators. The mechanized, family-type farms call for more capital, more experience, and more training than the smaller, less mechanized units of the past.

The time required for a young man to save sufficient capital and acquire enough experience to operate in competition with established farmers often is so great that he loses his incentive to farm. A son who can acquire capital and experience earlier by operating with his father may be very fortunate. It can shorten the period required for him to get started. It can lead to early assumption of full responsibility. Many farmers spend the best years of their lives at the hardest kind of labor before they have enough capital to apply their labor productively.



A large investment in machinery and equipment is required in Montana under the present system of mechanized farms and with the increased average size of farm units.

Advantages to Both Family and Community The question of who is to take over the farm when the father retires is considered important enough by many people to justify considerable thought and effort in working out the proper arrangement. It is inevitable that someone will eventually take over, and much can be said for any arrangement which will keep on the farm some of the best young people of the rural community. Such an arrangement must, above all, keep the young people interested in farming. There is no substitute for the kind of interest which makes proper care of livestock, machinery, buildings, fences, and soil, a pleasure rather than a burden.

It is a fine thing when a son can begin farming early, grow into the farm business, and eventually become the owner. Many farm folk desire to keep the farm in the family, and it is often best for a young man to start farming in the home community and on the home farm. He knows the people, the soil, the farming methods, and the farm problems peculiar to the home community.

The community gains when father-son arrangements result in keeping the farm units productive and in the hands of people who have an interest in the community and are loyal to it because they expect to make their homes there. Many improvements such as good roads, electricity, good community organizations, and good marketing facilities depend to no small degree on keeping the young people interested in the land. Although farm life often means hard work, much of the dullness and drudgery has been or can be removed from farming with the use of modern farm machinery, by equipping the home with modern conveniences, and by developing the right kind of community life.

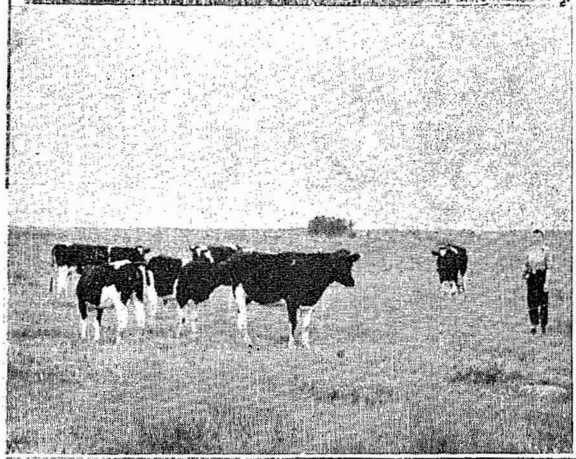
Requirements for a Successful Arrangement

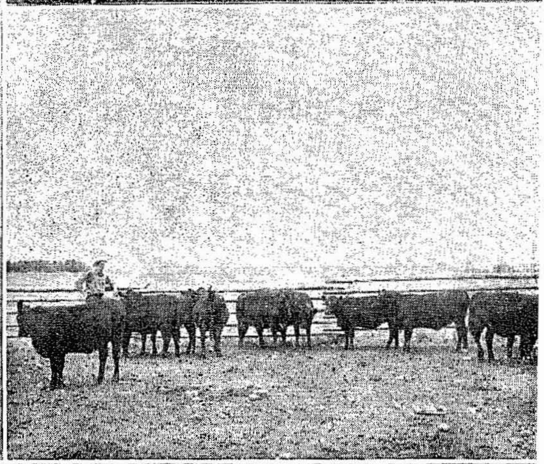
An Early Beginning Is Desirable

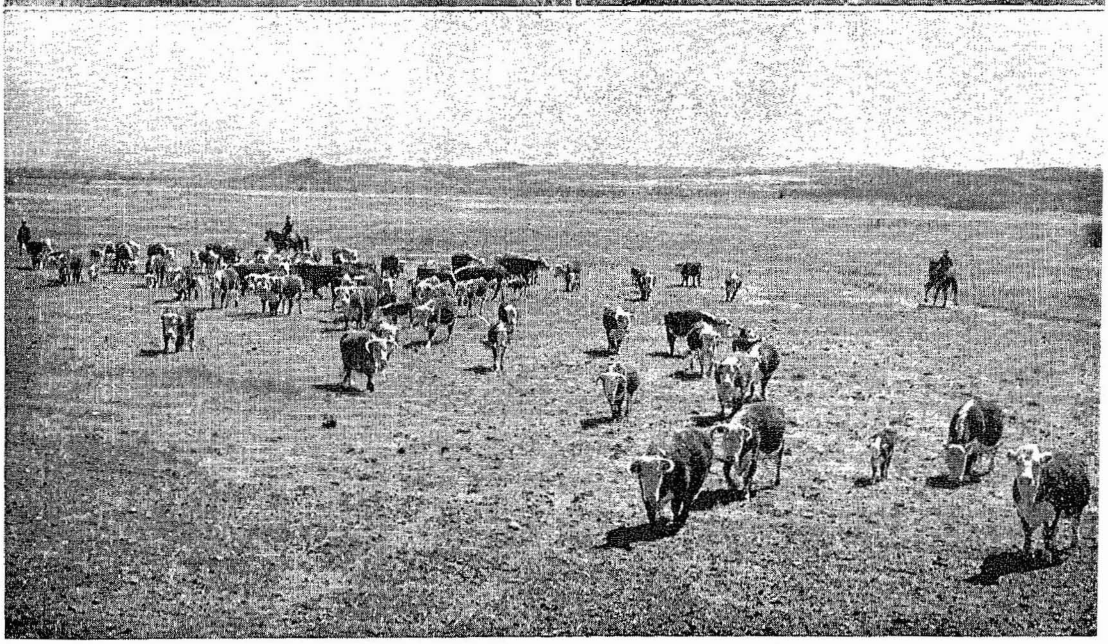
Through a father-son agreement the son can begin early to have some part in the farm business. An agreement may be drawn up when the son is as young as 10 years of age. At this age his contribution will be small and his share may be as little as 1 percent or even less. His share of the responsibility and of the income, should increase as his physical ability and his financial contribution increase. An early beginning will stimulate his interest in farming and will enable him to tie in his training in school with his firsthand experience. If the son dislikes farming, or if the temperament of the son or his father is such that they do not work well together, the sooner they find it out the better.

Tie Education In With Experience

When the son has begun early with a 4-H Club project, he is likely to develop a desire to study agriculture in high school and later to take the college short course or the regular four-year college course. The father-son agreement could encourage a young man to get this education by increasing his interest in agriculture, and also by furnishing him agricultural employment during the summer where he could earn much of the money necessary for his education. This business agreement also gives him an opportunity to return to the farm after completing his education. Many well-trained capable young men do not go into farming or ranching after completing their education because they do not have a farm deal worked out in advance. Also many young farmers who would like to get some additional education may be enabled to do so if an agreement is in effect, thus caring for the management of the farm unit during the time they would need to be away. The same thing applies to young men who must put in some time in military service.







Don't Wait Until Retirement It is usually too late to begin an agreement when the father is ready to retire, because by then the son will probably have established himself someplace else, on another farm, in business, or in a profession, and will no longer be interested in the home farm, or cannot afford to make the shift.

Farm or Ranch of Adequate Size A father-son arrangement is bound to fail unless the farm business is large enough eventually to provide satisfactory income for two families. The business may already be of sufficient size and the son only replaces the labor previously hired. If not, there are numerous ways of expanding. It may be possible to rent or buy more land, and often the extra land can be farmed with little or no additional equipment. Or in some parts of Montana the business may be enlarged by an increase in the acreage of crops requiring additional labor and capital, such as sugar beets or canning crops, or by adding livestock enterprises such as dairying, poultry enterprise, or by livestock feeding. Additional income may be obtained from custom work. Occasionally one of the parties, usually the older person, may engage in a business or obtain income from a public office or other off-the-farm employment. Also, additional income may be obtained by use of more efficient farming operations and by the use of fertilizer and soil conservation practices.

Make An Effort To Get Along Together Another essential is that the father and son must get along together. The son needs to recognize the value of the experience and more mature judgment of the father, and the father must appreciate that the son is eager to take on responsibilities, to "try his wings." Each should be willing to try new ideas and each must occasionally be able to yield to the other's point of view. There are cases where the temperament or attitude of the father or son or other members of the family is such that there is no chance of a father-son business agreement working. Difficulty of this kind, however, need not occur. Much of the friction which takes place arises out of misunderstanding and can be avoided if the agreement is carefully worked out in detail, put in writing and followed, and if a good set of farm records is kept.

Both Parties Must Believe An Agreement Is Desirable

Half the battle of understanding may be won if both the parties firmly believe the agreement to be to their mutual advantage. Such an agreement should not call for any important sacrifice on the part of either party. If the business can be planned so that both parties feel that they are better off than if each were operating separately, then a major cause of friction is removed. If the business cannot be organized in this fashion, perhaps the agreement should be considered as only a temporary arrangement or avoided altogether.

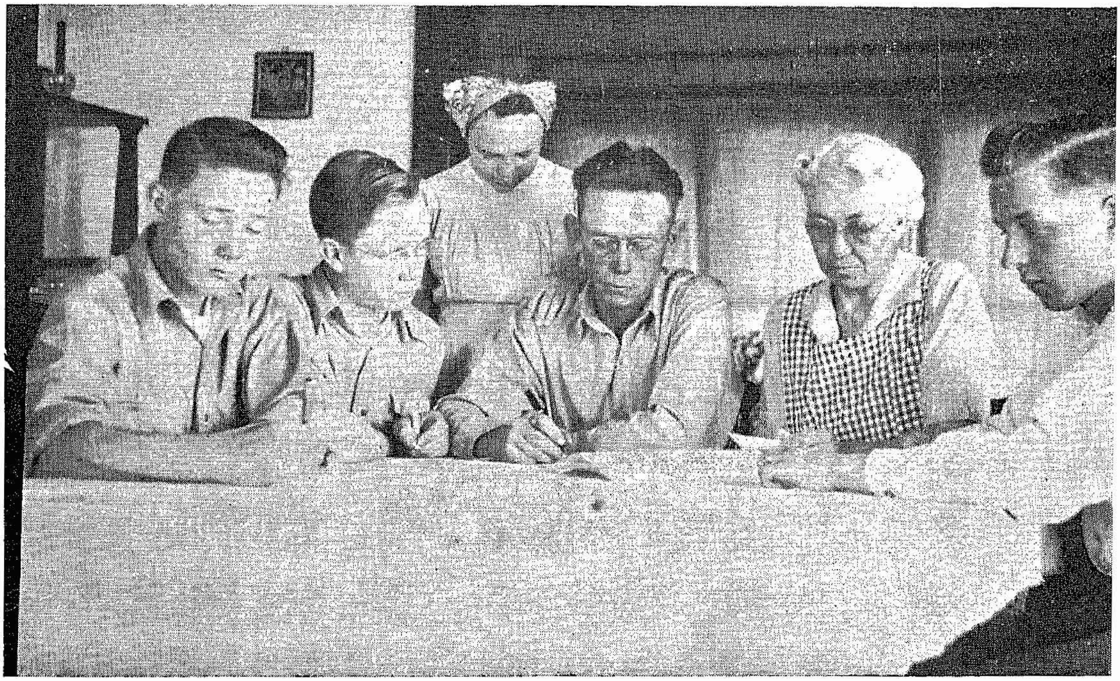
All Parties Concerned Should Understand the the Objectives

Misunderstandings arise sometimes because the objectives of the agreement are never spelled out. Is it the intent, for example, that the son shall have an opportunity to increase his investment in livestock and machinery? Is the son who enters into the agreement to have an opportunity to buy the land when the father retires or to obtain title to the land through inheritance.

If there are several sons or daughters in the family, it makes a difference. Usually not more than one son or daughter, or at the most two, will wish to enter into the farming agreement. Farms are few in number that will provide sufficient income for more than two or at most three families. Also, the other sons or daughters will likely find other work which is more attractive to them. A father-son agreement should be fair to all members of the family. As was stated above, the form of agreement recommended in this circular can be used when more than one son is interested in the farm business, but only in a few cases will it be advisable to enter into a multiple agreement except on a temporary basis.

No father-son agreement should be entered into without the knowledge of all members of the family and each member of the family should be informed when any major change is made.

Whenever the son or sons who stay on the farm make improvements which add to its value, or whenever they make an important contribution toward the living expenses of the parents, they should be given credit for these items in any settlement of the estate. Provision for this should be made in the written business agreement and also in the parents' will.



No father-son agreement should be entered into without the knowledge of all members of the family.

Son and His Wife Must Like Farm Life There is no use encouraging a son to farm if he does not like to farm. Also the sons wife should like farm life. Farming is an occupation in which every member of the family has a responsibility, and it is as important that the young people be willing to accept that responsibility as it is that the parents be willing to grant it. In some cases the young folks do not know for sure that they will like the farm until they try it, and no harm need be done in entering into an agreement on a trial basis.

The Agreement Should Cover the Entire Farm This bulletin describes a father and son agreement which will cover the entire farm or ranch business, but the son can obtain some farm experience before he is old enough and mature enough to think about and work on the whole spread. Many farm boys get their first active participation through some 4-H Club or Future Farmer projects such as raising a calf, pig, lamb, pen of poultry, or an acre of crop. This is a good way to combine education with experience and to stimulate interest in farming. As a result of the project the boy may at first have a part in only one enterprise. The sooner he can be given some interest in the entire farm, however, the better it will be. He is encouraged to think in terms of all, rather than part of the business. This is a good thing for the farm and provides more general experience for the son. It will hasten the decision as to whether or not the boy wants to farm and whether or not he and his father can work together.

A certain amount of specialization may be desirable. Oftentimes it works well when different members of the family have the chief responsibility for specific enterprises. This may be especially true if there are two or more sons or daughters included in the farm agreement. One member of the family might have chief responsibility for the dairy enterprise, another for poultry, another for crops, and so on. It would be better, even then, for all to share in the whole farm income on a basis of the contribution of each to the total farm business. This will make the accounting much more simple, the income of each member less variable, and the interest of all in the whole business more certain.

Opportunity for Son to Increase His Investment

Flexibility is a desirable characteristic in a father-son agreement. The son should be encouraged to increase his contribution of management and capital each year, if possible; the type of agreement described in this bulletin allows him to do so. Gradually he may take most of the traditional steps up the agricultural ladder though they will be taken on the home farm with his father's help. At first his chief contribution will be **labor**, but he will soon be able to supply some of the **working capital.** This gives him an opportunity to increase his income by investing his savings in the business. Also, it is usually easier to save in the form of increased inventory than in the form of cash. Later he may reach the stage of **full ownership of the machinery and livestock** as the father retires, with perhaps some arrangement whereby he can begin to obtain **an equity in the land.**

Two changes in the farm business may occur as the son increases his investment. **One** is that the farm business may grow larger, either by adding acreage to the farm or by adding capital in the form of livestock or equipment. **The other** possibility is that the father's investment in the working capital and real estate may decrease as the son's investment increases. It may be that the father will consider his investment in the farm business as his provision for old age and will want to withdraw it gradually to provide himself and his wife with a comfortable living as fast as the son can replace it with capital of his own, or the father might gradually withdraw his capital from the farm and invest it elsewhere.

Credit, Wisely Used, Can Help Any young man who enters into an agreement with his father, father-in-law, or with some neighbor, hopes eventually to gain a working interest in the productive livestock and machinery, and eventually in the land. In order to gain this financial interest in the business, he should establish a good credit rating in his community and learn to make wise use of credit.

Credit is a very valuable asset to a young farmer if he learns to make proper use of it. Many farmers fail because they recklessly borrow money or do not follow a sound plan for repayment of these obligations. Many young farmers also fail because they are "timid" in the use of credit, and as a result do not operate efficiently due to lack of adequate livestock or machinery.

When a farmer, after a thoroughly investigation of the probable market for the product he will produce, finds a place in his operation where he might borrow money to buy productive livestock or productive equipment and repay the loan, he should not hesitate to borrow a reasonable part of the money for such purposes (possibly 50% to 75%). Ordinarily he should avoid borrowing money for day-to-day living expenses. If he finds that he has to borrow for living expenses, he should review the entire farm or ranch operation to determine whether it is large enough to support the share agreement or to determine changes necessary in the operation to make it return a higher income.

Keep a Good Set of Farm Records A good set of farm accounts is a must. It is good experience for the son to keep the accounts, at first under the supervision of the father. As a minimum these accounts should include: (1) A beginning and ending inventory of all real estate and personal property, showin gthe ownership of each party, (2) a record of all cash receipts and of all cash expenditures, (3) a record of all cash advanced to each party and of all cash outlays made by either party from his own funds toward current expenses. The farm record is more than useful—it is essential for making out income tax returns, for guidance in improving the farm business, and for making settlement and prorating the shares of net income. There is much less likelihood of misunderstanding if all the items listed above are carefully recorded. **The Montana Farm and Ranch Record Book** is useful for this purpose.

MONTANA
FARM AND RANCH
RECORD BOOK

Operator's Name______________________ Year______

Address______________________

Prepared by
Department of Agricultural Economics
Montana State College
Bozeman, Montana

Montana Extension Service in Agriculture and Home Economics, J. C. Taylor, Director, Montana State College, and United States Department of Agriculture cooperating.
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The Montana Farm and Ranch Record Book was prepared for use in Montana. Through actual use it has proved to be quite satisfactory. It is available through the County Agent's office.

Inventory at the End of Each Year

At the end of each year an inventory of all property connected with the business should be made showing ownership of each item. A ten-year Capital and Inventory Record would save re-writing these capital items. A ten-year record will also help in making your record more complete.

Ownership of cattle should be indicated by branding, or some other mark for positive identification of ownership. This should be done **each year.** Do not leave the ownership to be decided later. Putting it off may be a source of misunderstanding later between the parties of the agreement. In case one party should die it might cause problems in settling the estate. Also the yearly inventory showing the amount of property owned by each party is used as a basis for making adjustments in the division of the farm income.

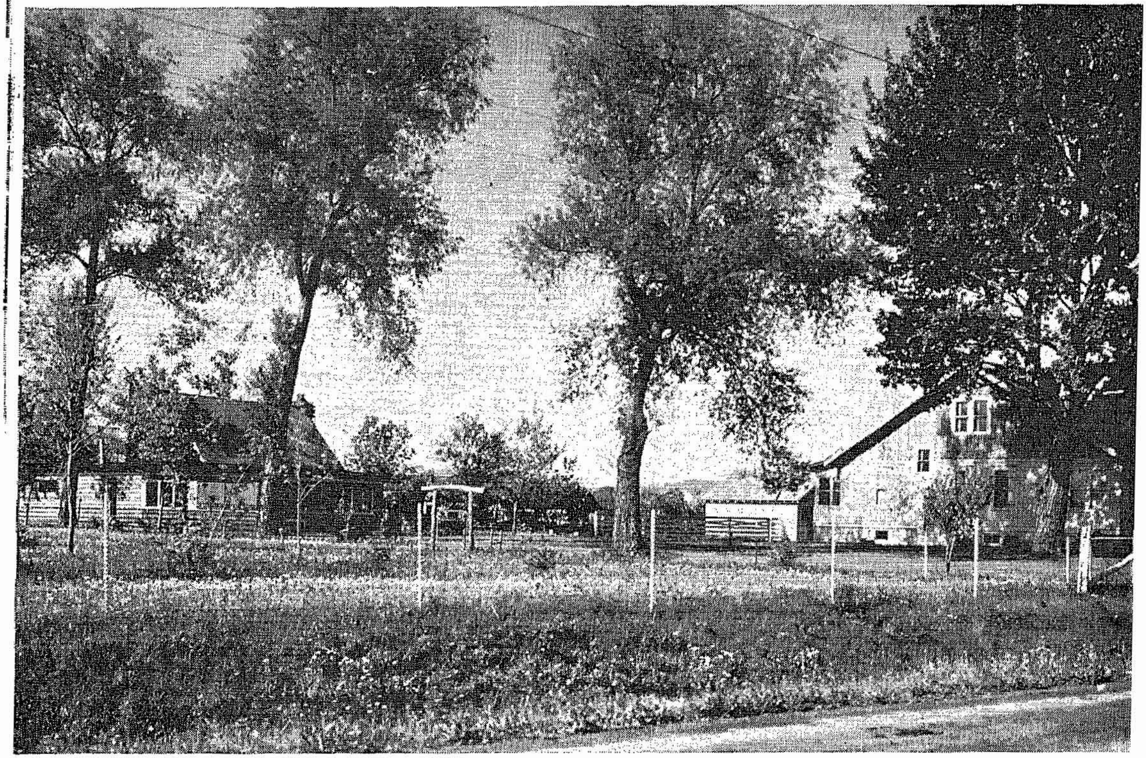
The Montana Farm and Ranch Book and the **Ten-Year Capital and Inventory Record Book** are available at your county agent's office.

Put the Agreement In Writing A written agreement is a necessity for several good reasons. In the first place, the agreement is apt to be more carefully considered if it is put in writing, the terms stated with precision, and a clear understanding obtained concerning the rights and responsibilities of each party. In the second place, memories are notoriously short and people forget what conclusions were reached, especially the details. Each party having a copy of the agreement reduces misunderstanding over what was agreed to. In the third place, a written agreement is necessary for the protection of either party in the case of death of the other. Also, the agreement serves as protection for the heirs of the deceased party. This protection is especially important when property which is to be improved during the life of the agreement will later be inherited by the son and other heirs.

Good Farm Or Ranch Management Good management may mean the difference between success or failure. As we mentioned before, good management is one of the factors which will decide whether or not the farm business is large enough to support two families. Good management may improve the soil, make better use of labor, machinery and buildings, get better production of crops and livestock and obtain better prices in the market. There are four general indications which point to good management. They are (1) yield per acre, (2) yield per animal, (3) yield per dollar invested and (4) returns per worker. When a farm is operated efficiently so that it will rank above average for the community on three or more of these points it will ordinarily be a successful operating unit.

Son Grows In Knowledge and Judgment There should be a real sharing of management responsibilities by father and son. This may not be an easy problem to handle, for the father is used to running the show and the son is used to taking instructions. But the son is eager to take on some responsibility and he will grow in knowledge and judgment chiefly by **doing**. It will help to talk things over often and make joint decisions. The father is wise if he lets the son make some decisions occasionally even if he is wrong. The son may be given the responsibility for increasingly important phases of the business as he demonstrates his ability. Some people say it is even a good thing if the father and mother go on a vacation trip occasionally and give the son and his wife the responsibility of keeping the business going.

Provide a Seperate House for Each Family Not only must the business be of sufficient size, but also there should be a separate house for each family if the son is married. This is an essential if any two families are to get along, and it can be even more important when the families are related. **It is even better if the houses are not in the same yard, but are separated by as much as a quarter or a half mile.** Some farms are equipped with two homes already and few changes are possible.



A separate house for each family is an essential.

Consider the Location of the Second House If there is only one house, additional housing may be obtained by buying or leasing a nearby farm with a house on it. It may pay to build a second house on the farm especially if the parents expect to retire on the farm. Until the son is married, of course, **he might very well board with his father and mother.**

The older family may consider the purchase of a house in a near-by town, rather than to build a second house on the farm. Two houses on a farm may not be worth nearly as much as one house on the farm and the other house in town. Most farm families do not need the second house on the farm. If it is not used it is almost valueless. While the house in town if not needed may be sold or rented without disturbing the organization of the farm.

Separate Personal Account for Each Family This is as important as having separate houses for each family. There has been a large amount of testimony by those who have had experience that family affairs and business do not mix. After the income settlements have been made, then what each family does with his own share must be his own affair. There may be cases where one party will feel that the other should plow back more of his income into the business. However, this problem should be settled without interference with family affairs. If it cannot be, the agreement should be terminated.

Transfering the Family Farm to the Next Generation

Most families who work out a family business agreement hope that the agreement will be successful. They usually hope that the farm business will eventually be transferred as a unit from the parents to the next generation. This brings up two important points.

1. When will the transfer of the property be made?

2. How these property transfers may be handled.

When Will the Transfer of Property Be Made? The family agreement may arrange for the property transfer in about three steps.

The speed with which these steps are taken will depend (1) upon the age of the father and the son at the beginning of the agreement (2) the wishes of the father and mother and their plans for the future, and (3) how rapidly the son is able to develop the managerial ability and financial ability to take over the operation of the farm.

First The son will usually keep a part of the livestock which was a part of his income for the year. This may proceed until the son may own one-half or more of the livestock on the farm or ranch. Or a youth in 4-H or FFA work may start with one purchased animal and gradually acquire more animals as he gains experience and the necessary capital.

Next The son and father should arrange at an early date for the son to acquire ownership of the machinery and equipment, if it is decided that he is to take over the operation. This is important because there can be many disagreements over the responsibility for repairs when one person uses another's machinery and equipment.

If the father owns a tractor and the son pays for a major overhaul or for replacing an engine, who is really the owner? If the son uses a tractor and the engine burns out, was the son careless or would the damage have happened anyway? And, who should pay for the repair? When the son buys the machinery, this problem is solved, since he is the one who will use it the most and will be responsible for the repairs. This also is one of the major ways in which the son can grow into the business, increase his financial contributions to the business and increase his share in the yearly returns.

Later The son may acquire an interest in the land, he may lease or buy additional land or he may begin acquiring some or all of the home farm. This later step usually does not actually take place until the son is of age and has made a success in the operation of the unit. It usually does not take place until he has a substantial equity in the livestock and machinery necessary to operate the farm. Some family planning will need to be done, however, well in advance of the actual transfer of the real property.

There are several ways that property may be transferred.

How These Property Transfers May Be Made

In case of the livestock and machinery, the transfer is usually not difficult. The son either keeps all or a part of his share of the animals produced on the farm while the father gradually sells off his animals and uses the money from these sales as he wishes. The son may buy a new tractor or truck or other equipment and the father disposes of his machinery of the same type, or the son may buy all the machinery the father has on the farm.

An ownership inventory of the livestock and machinery should be made each year. In many cases, a separate brand is used by each party to designate the ownership of the livestock. Ownership identity is important in case the agreement is terminated by either person. It is still more important in case of estate settlement, and especially if either party passes away unexpectedly through an accident or other causes.

In the case of land there are several methods of making this transfer. The methods used depend on the financial position of the family, the age of the parents and the wishes of the parties involved.

Outright Sale The sale of real estate has several advantages. It sets a **definite** basis of agreement between the parties. The parents would have the money from the sale either in a lump sum or in annual payments. The son and his family would be sure of having the farm for their own. The farm would be transferred as a single unit.

Transfer By Will Wills are commonly used to transfer the home farm on to the next generation. The will has **several disadvantages. First,** no one can predict when the transfer by a will is to take place. The result is a period of uncertainty regarding the transfer. This may extend for as much as 30 or 40 years. **Second, a will can be changed by the maker at any time**, so it is not a definite final arrangement until made final by death and legal action through the probate court. **Third,** many times the parents need money from the sale of the place to live on in their declining years and the will does not furnish any money to them. **Fourth,** the legal costs and often the tax obligations for the estate will be larger if the will is used to transfer all of the property than if the farm is sold to the heirs. **Fifth,** many places run down from the time the parents retire until the will is effective. This is because parents may not have the income necessary to keep the farm in repair and because the son is not sure he will be the eventual owner.

The advantages of a will are that it finally divides the estate according to the maker's wishes and it is a basis for avoiding legal entanglements among the heirs.

Gifts For parents who can afford it, a gift of property has some advantages. **First,** a gift **is final** and can be made at any time. **Second,** a gift may be made at considerable saving of taxes and legal costs as compared with a transfer of the same property by a will. Some families have formed a corporation to transfer a part of their holdings to the heirs. This makes a definite transfer, but still keeps the farm or ranch as a single ownership unit.

Make Definite Plans Each family will have to work out it's own plan for the transfer of the ownership of the livestock, machinery and land. **When** the transfers are made and **how** these transfers are made will depend on the wishes of the family, the ages of parents and the son and the financial position of the family. The important point is that this problem should be considered at the time any family agreement is written, even though the transfer of the property may in some cases be deferred until a later date.

How to Estimate the Shares

The General Plan The father-son agreement described in this bulletin works on the **general principle that each party shall share in the annual gross farm returns in proportion to his total annual contribution** of labor, invested capital, and cash. The father will usually make the total contribution of owned real estate at the beginning of the agreement. The value of this contribution will be measured by applying an agreed interest rate to the normal value of the land.

The labor contribution of the father and son should be based on the longtime average wage for hired farm workers. This may be a 5 or 10 year average, or some year may be selected which may be considered near normal conditions. There will be considerable variation according to the age, health, or general ability of each party. It should not be overlooked that the father because of his experience, knowledge of the business, and skill in doing the work should be credited with a larger wage, at least at the start. This share may also depend on the physical ability of the father or his other interests. He may prefer to put in part time on the farm so he will have time for outside employment, such as county commissioner or just time for more leisure. The wage may be paid monthly throughout the year to either or both parties. Or the monthly rate may be used to figure the labor contribution each makes. If wages are not paid monthly, the current needs of each party would be taken care of by advances whenever cash is needed. The policy on this matter must be clearly understood by each party.

Contributions of machinery, equipment, and livestock (excepting feeder livestock) will also be measured by applying an agreed rate of interest to a reasonable valuation of the livestock, machinery, and equipment supplied by each. The son should begin early to make some contribution in addition to his labor.

Contributions each party makes toward current expenses, such as taxes, seed, tractor fuel, feeder stock, or feed will be counted in full amount in computing the percentage of gross income going to each party. It is a good thing for the son to make some contribution to the business by supplying part of the current expenses, for in this way he can increase his share of the net farm income. The parties should be in full agreement on this matter and an estimate of the probable contribution to be made by each should be made at the beginning of each year. When bank credit is used for farm expenses, the son might take a part or all of the responsibility for repayment and be given credit for this contribution.

Drawing Up the First Agreement

In drawing up the first agreement for the farm or ranch, start by listing the items of operating expense on a blank sheet of paper. The land, machinery, and livestock will be listed first. Following this will come the current expenses such as hired labor, seed, tractor fuel, oil, and other items. After all of the expense items have been listed, indicate opposite each item the percentage which will be contributed by the father in one column and the percentage to be contributed by the son in a second column.

Estimates of Contribution Each Can Make

For example: The father may agree to furnish all of the land and buildings, all of the machinery, and three-fourths of the productive livestock. He may also plan to pay two-thirds of the cost of hired labor and one-half of the tractor fuel and oil.

The son may contribute only a little more than his labor at first, or he may have some machinery, livestock and cash which

TABLE I

Example of the Method for Estimating Income Shares For All Types Of Father-Son Farm or Ranch Business Agreements

Item	Est'ated Total Value (A)	Esti'ated Interest Rate (B)	Estimated annual cost Whole Farm (C)	Father's Share (D)	Son's Share (E)
	Dollars	Percent	Dollars	Dollars	Dollars
INVESTMENT EXPENSES:					
1. Land and buildings	28,000	4	1,120.00	1,120.00	
2. Tractor and work stock	2,350	5	117.50	117.50	
3. Productive livestock	5,550	5	277.50	190.00	87.50
4. Machinery and equipment	3,400	5	170.00	120.00	50.00
5. Feed and supplies	400	5	20.00	20.00	
6. TOTAL INVESTMENT EXPENSE	39,700		1,705.00	1,567.50	137.50
CURRENT FARM EXPENSE:					
7. Labor:					
a. Son			1,200.00		1,200.00
b. Father			1,200.00	1,200.00	
c. Unpaid family			300.00		300.00
d. Hired			460.00	230.00	230.00
8. Repairs:					
a. Building			62.00	31.00	31.00
b. Fence			100.00	50.00	50.00
c. Machinery			243.00	173.00	70.00
9. Depreciation:					
a. Building and fences			390.00	390.00	
b. Livestock					
c. Tractor and work stock			128.00	128.00	
d. Machinery			580.00	405.00	175.00
10. Livestock losses			100.00	60.00	40.00
11. Tractor fuel and oil			450.00	225.00	225.00
12. Machine work hired					
13. Veterinary charges, livestock expense, replacements			112.00	77.00	35.00
14. Feed			72.00	50.00	22.00
15. Seed:					
a. Hay and permanent pasture			100.00	100.00	
b. Grain crops			75.00	50.00	25.00
16. Commercial fertilizer			100.00	70.00	30.00
17. Water charges			230.00	230.00	
18. Automobile and truck expenses for farm use			215.00	160.00	55.00
19. Insurance:					
a. Buildings			11.00	11.00	
b. Personal property			20.00	15.00	5.00
20. Taxes:					
a. Land and building			100.00	100.00	
b. Personal property			80.00	50.00	30.00
21. Miscellaneous (including cash rent)			122.00	61.00	61.00
22. TOTAL CURRENT FARM EXPENSES			6,250.00	3,706.00	2,544.00
23. TOTAL INVESTMENT AND CURRENT FARM EXPENSES (line 6 plus line 22)			7,955.00	5,273.50	2,681.50
24. Approximate percentage of total contributed by each party			100%	66%	34%

Note: (1) The form used here was recommended by the U. S. Bureau of Agricultural Economics in Cooperation with the Extension Service in Circular DS-27. (2) The cost figures and the division between the father and son were derived from a Montana farm agreement.

will be used in the operation as is indicated in the following example. These would be listed as follows:

Item	Father	Son
Land and buildings	100%	——
Machinery	100%	——
Productive livestock	75%	25%
Hired labor	67%	33%
Tractor fuel and oil	50%	50%

All other expense items would be listed in a manner similar to the above example. The percentage indicated for each item will vary, depending on the experience and the financial ability of the son. These percentages will also vary depending on whether the father expects to continue as an active operator of the farm or ranch with the son, or whether he desires to retire gradually during the next few years and have the son eventually take over full managment.

The next step in making up the agreement and estimating the shares to the father and to the son is to estimate and list the annual expense of operating the farm or ranch on a form similar to that on the following page.

How Are Annual Costs Estimated

The annual investment expense is calculated by taking the long-time earning capacity value of the land and multiplying this value by the prevailing interest rate on real estate mortgages. For example, suppose the land and buildings are valued according to the long-time earning capacity at $25,000 and the interest rate for land is figured at four percent, then the annual charge for the use of this land would be $1,000 ($25,000 value of the land and buildings, times four percent interest rate, equals $1,000). The investment charge for the productive livestock, machinery, and equipment would be calculated in the same manner, using average prices for the machinery and for the productive livestock. The interest rate usually should be the prevailing production credit interest rate which is higher than the interest on real estate mortgages because of the larger risks of loss involved.

The average values of land, livestock and machinery interest rates, in the annual investment expenses are listed in Table 1, Columns A, B, and C on page 22.

The cash expense can be estimated, but it is preferable to take them from the farm and ranch record book for the past year. A few adjustments may be made from the past year's record if major changes are being made in the plan for operating the farm under the father-son agreement.

The depreciation charges will be the same as the depreciation charges set up in the income tax records for the farm.

After the investment expenses, labor contributions, cash operating expenses, and depreciation charges have been listed in Table 1, Column C, these costs should then be divided between the father and son and listed in Columns D and E. The division will be made on the basis of the proportion of these expenses to be furnished by the father and the son as already agreed to (as suggested on page 22).

Next, add up the expenses as listed in Columns C, D, and E. Then determine what percentage of the total (shown on line 23, Column D) and the son (line 23, Column E). The percentages are then written on line 24.

The most fair way of dividing the farm or ranch income is on the value of the total contribution made by the father and the son for the year. Therefore, the percentages shown on line 24, Columns D, and E, are roughly the share of the income which should go to each.

Is the Agreement Satisfactory? The father and son now can determine whether the shares as worked out are workable and satisfactory. Are the amounts required within the financial means and within the abilities of each party? Will the incomes resulting for each be sufficient to support the families dependent upon them? If found to be satisfactory on these counts, they then can be entered in the agreement as the contribution each plans to make to the business. There are four sections in which these figures will be entered.

1. Investment percentages contributed by each will be entered into the agreement in Section 4.

2. Current farm expense percentages are entered in Section 5.

3. The estimated long-time average value (10 years) of the land and buildings and a reasonable value for the productive livestock are entered in Section 9, showing the dollar value con-

tributed by the father and son. By applying a reasonable interest to these values the annual investment charge will be determined.

4. The months of labor, the rate per month, and the total annual allowance for the father and the son's labor will be entered in Section 10.

Make Income Estimates Annually It is desirable that an estimate similar to the above example be worked out at the **beginning of each year** for several reasons:

1. The estimate will give each party an idea of the size of his probable share for the year.

2. The father and son will list the items of cost which each can furnish. This gives each an opportunity to agree on the items of cost which he will contribute.

3. The increasing ability of the son to contribute both in experience and in capital can be reflected in the changes made in their contributions each year.

4. Consideration should be given for the son to own all of the machinery as soon as possible, if he is to take over the operation of the farm. This avoids disagreements in case of damage and in liability for repairs on the machinery.

Revise the Agreement As Needed Too often an agreement is drawn up and then left for several years without change. If the amount of contribution changes very much, then the agreement should be revised. This revision can be done by writing a new agreement or by a supplement added to the original one.

Suggestions for Preparing the Agreement

This set of suggestions has been prepared to point out some of the factors to consider in preparing each section of the agreement. The numbers and headings below correspond to the numbers and headings on each section of the agreement form.

GENERAL—The Montana Father-Son Farm or Ranch Business Agreement form includes clauses covering most of the important points which should be considered in preparing such an agreement. Clauses in the agreement which do not apply can be marked out. Other clauses to cover special considerations may be added in the space provided. The best date for the agreement to begin will usually be January 1st, when inventories of crops, feed, and supplies are low. This date will correspond with the time of taking the year-end inventory. However, the agreement may be started at any time during the year.

1. DESCRIPTION OF LAND: The legal description should be complete, including a description of water rights. There should also be a description or a map showing the location of the private leases, forest allotments or grazing district allotments. In some cases the most convenient method of describing a farm or ranch is by use of a township plat on which the location of all owned land or leased land can be shown.

2. TERMS: This section is worded so that the agreement is automatically renewed from year to year unless written notice is given a specified number of days before the annual expiration date. Not less than 60 days notice should be given, and preferably notice should be given six months before the expiration date.

3. LIMITATIONS OF COMMITMENT: This limitation is to prevent either the father or the son from making unlimited sales, purchases, or contracts without the consent of the other party except as provided in Section 8 of the agreement.

4. INVESTMENTS: All machinery livestock, and equipment should be inventoried at the beginning of the agreement and **each year thereafter.** An inventory is necessary for determining the gross income of the business and also for determining the contribution being made by each party. The investment contributed by the father and the son will change as the son's participation in the business increases.

The livestock should be branded or marked in some other way to designate the ownership in accordance with the ownership as shown in this inventory.

The first inventory, when starting the agreement, should **use normal or reasonable prices** for arriving at inventory values of the land, productive livestock, and machinery contributed by each. Inventories made each year thereafter should use these same prices less depreciation for the items of the original inventory still carried on the record.

New purchases added to the original inventory will be entered at cost. The original inventory and the valuation of the livestock produced on the farm should not be changed to reflect fluctuations in current prices.

5. CURRENT FARM EXPENSES: The percentage of each expense item to be contributed by the father and the son should be indicated following each of the items listed in this section. The purpose here is to provide for an understanding as to the con-

tribution each person expects to make toward the operating expenses. The actual contributions, which may vary somewhat from this **plan,** will be carefully recorded and used as the basis of sharing the income (see Section 6). The father and the son may not pay the exact percentages on each item as indicated in the plan, but the total contribution made by each person should be reasonably close to that indicated in the plan.

The common practice is for the son gradually to increase his total contribution to the farm operating expenses as he gains experience and financial ability. The amount of the increase which the son can be permitted to make must be agreed upon by the father and son and will depend on the size of the total farm unit and the retirement plans of the father and mother.

6. DIVISION OF INCOME: Gross income for each year consists of the sales of crops or livestock which were produced on the farm or ranch during the year plus any crops or livestock produced during the year which have not been sold and are on hand at the end of the year. The gross income is to be divided between the father and son on the basis of the percentage of total cost furnished by each. The total cost will consist of (1) farm expenses taken from the farm account book, (2) investment charges taken from Section 9 of the agreement, and (3) labor charges taken from Section 10.

Any off-the-farm incomes by either party should be considered in this division. If it is not, one individual may receive double returns for the time he spends in off-the-farm employment. Trading labor with neighbors would not be considered as off-the-farm labor.

Which Expense Claims Come First?

If the farm or ranch income takes care of all expenses and leaves a net income, there is no problem of which expense claims will be paid first. If the gross income should fall short of all claims in any one year, due to hail, drought, or some other cause, it is best to have an understanding on how the income will be divided. The usual practice in settling claims is first to pay all the creditor's claims for annual operating expense.* After the claims to creditors have been paid,

*In some cases the annual interest charge which must be paid by either or both parties on real estate mortgages and on production credit loans is counted as a farm expense. Only the interest on the father's and son's equity will then be deferred until after all other creditor claims and wage claims are paid. Depreciation charges on buildings, equipment, and livestock will have similar claim against the annual cash income as the interest on the father's and son's equity in the invested capital.

each party should be repaid for any cash outlay he may have made toward the operating expenses for the year. Next in order will be the wage claims of the father and son. In bad years it may not be possible to pay the full wage allowance from farm income. Only after the total current expenses and wage claims of both parties have been paid should the interest charge on the land, livestock, and machinery investment of each party be taken care of. Any shortages should be shared proportionately between the father and son, according to the share each is entitled to receive.

7. INCREASE IN INVENTORY: In making the annual inventory, a careful separation should be made between those increases in inventory which resulted from production under the agreement and those which resulted from purchases by either the father or the son and were paid for from his own funds.

Inventory increases from livestock and crops produced on the farm or ranch or that were purchased from money earned jointly under the agreement **are a part of the joint income** for the year. **This income is subject to division** between the father and son on the percentage of contribution basis, just as cash from sales would be divided. Check the brands or marks on the livestock at end of year so there **will be no question of ownership in future years.**

Inventory increases which are the result of purchases by the father or the son and that have been paid for from the personal funds of one or the other would be listed in the inventory as being owned by the individual who purchased and paid for the item. These items **are not a part of the joint income and ownership,** and for this reason **are not subject to division** between the parties. Note: These purchases should be made only in accordance with Section 8 of the agreement.

8. SALES AND PURCHASES: Sales or purchases of major items **should be agreed to by the father and son** before these transfers are completed. Numerous sales of milk and eggs may be made in small lots throughout the year. The marketing place and the quality of produce to be marketed should be discussed. Purchases of livestock, machinery, or land will require consideration of price, financing, and determination of need for the purchase in the farm or ranch operation. Sales will involve a decision on which stock, machinery, or land will be sold, the consideration of price, time of delivery, and the effect of the sale on the farm or ranch operation. These purchases or sales should be considered well in advance of the transaction, if possible.

9. LAND, LIVESTOCK, EQUIPMENT VALUATION: The value of the land, tractor and work stock, machinery and equipment, and productive livestock are listed in this section. Shown

also is the amount of the investment in each of these items furnished by the father and by the son. The value of the land should be based on its long-time productive capacity. The value of the other items should be placed on about prewar average values to prevent setting up an inflating investment charge. The interest rate used for land should be the rate commonly used for farm mortgages. The interest rate for the livestock and machinery should be the common production credit rate.

The values placed on the **investments should not be changed** from year to year to reflect current fluctuations in prices. The total investment contribution **will change only as major purchases** are made or when there is a **major change in the amount** of investment contributed by the father or the son.

10. LABOR CONTRIBUTION OF FATHER AND SON: The agreed monthly wage and the number of months the father or son expects to work on the farm is a measure of the labor contribution of each party. For example, a father working with one or more young sons may put in twelve months of work and be allowed a higher labor wage per month than the relatively immature and inexperienced sons who may still be in school. These young fellows may put in only the summer months on full time. In another example, the father may wish to be practically retired and turn over the work and management to a mature and experienced son. In this case the son may put in twelve months on the farm while the retiring father may put in only a few months during the busy season.

It is not necessary that this monthly wage be paid each month, but it must be considered in the annual settlement of the accounts. This monthly wage is desirable from the son's standpoint as it allows him an amount which he can use for clothes, groceries, if he is maintaining his own home, and some spending money.

He may wish to draw only a part of this allowance and leave the balance in the business to increase his ownership in livestock or machinery, or to increase his contribution to the operation of the farm.

Whatever is to be the policy, it should be a matter of definite understanding and entered into Section 10 of the lease. There should be balance between the values established for investments (Section 9) and the monthly rate for wages (Section 10). For example, if the land is entered at inflated values then the wage rate should be set on the same basis. **It is much more desirable that the investment values and wage rates be established on a conservative basis.**

11. RECORDS: The records should show (1) all expenses and receipts, (2) a complete beginning and ending inventory showing the investment in land, livestock, machinery and equipment contributed by each party, and (3) all wage allowances made to either party and all cash outlays made by either party toward current farm expenses. It is desirable that a standard record book be secured and that the same type of book be kept from year to year. This will provide a record which will be more easily kept due to both parties being familiar with the system. It will also provide a uniform record which can be used for adjustment of losses and gains between years when making income tax returns. **The Montana Farm and Ranch Record Book** is an example of such a standard record book. These are available through the County Agricultural Agent's offices in Montana at low cost.

12. RANCH OPERATIONS:

A, B, and C are self explanatory.

D. Provisions for livestock may include such items as (1) breed and quality of breeding stock, (2) dates for breeding, (3) brands to be used, (4) methods of division of shares each year. Or on termination of the agreement (see Section 7 and Section 16).

13. SOIL CONSERVATION:

A. Examples might be the proper use of irrigation water or stocking of the range in accordance with its carrying capacity.

B. The use of manure will vary with type of farming.

C. Straw, stubble, and crop residue should be conserved in accordance with the accepted practices.

D. Fertilizer may be of benefit for two or three crop years. In case of termination of the agreement, the father should agree to pay a larger share according to his expected future benefits.

E. Care should be taken to set up the weed control program in accordance with successful practices in the community.

14. IMPROVEMENTS: Ordinarily improvements which add value to the farm real estate will be made by the father (owner. There is no reason why the son could not make some contribution toward such improvements, but if he does make major contributions it is only fair that provision be made that the owner or the heirs as a group do not cash in on his efforts when the estate

is settled. In case the operator buys the farm from the other heirs at a later date, he may find himself paying for the improvements twice. As is indicated on the agreement form, the son's interest might be protected in the form of a lien against the farm real estate.

15. LIVING ARRANGEMENTS: If possible, a house should be provided for **each family.** If an additional house is rented for either family, the rental cost can be shared as a farm operating expense. If either party boards the other, the amount which is to be charged for board should be agreed upon. There should be an understanding concerning the production and division of milk, butter, eggs, and other products used in the homes.

16. DIVISION OF PROPERTY AT TERMINATION OF AGREEMENT: Self explanatory.

17. ARBITRATION: This provision is a valuable one in any lease. The arbitration committee will usually arrive at as good or better decision than will be obtained from the courts at much less expense and loss of time.

18. ADDITIONAL AGREEMENTS: No agreement form can take care of all the provisions needed under all conditions. Enter here any items not sufficiently covered above.

19. The agreement should be signed by both parents and by the son and his wife, and the signatures witnessed by two disinterested parties.

Father-Son Farm or Ranch Business Agreement Forms Are Available

The following is a copy of the Montana Father-Son Farm or Ranch Business Agreement. The agreement prepared in the usual legal lease form arrangement is available through the County Agents' offices in Montana.

MONTANA FATHER-SON FARM OR RANCH BUSINESS AGREEMENT

THIS AGREEMENT is entered into this..............................day of ...., 19........, between .... the father, and ...., the son.

1. DESCRIPTION OF LAND: This agreement is entered into for the purpose of operating a farm or ranch business on the following described real estate: ....

....

....

....

....

....

in...County, State of...; and on any other land which the father and the son may purchase or rent for farming or ranch purposes.

2. TERM: This lease shall be in effect from ...., 19........, to.., 19 ...., and shall, with such written modifications as may be agreed to at the beginning of each year, continue from year to year thereafter unless terminated by written notice by either the father or the son to the other at least..........................months before the expiration date of this lease or any extension.

3. LIMITATIONS OF COMMITMENT: Neither the father nor the son shall have authority to obligate the other without **written consent,** except as specified in Section 8.

4. INVESTMENTS: The following investments shall be furnished by the father and son in the shares as designated in the columns at the right.

	Share to be furnished by	
	Father, %	Son, %
A. Land—		
(1) Land covered by above description		
(2) Any other land		
B. All machinery, equipment, tools, and harness necessary for proper care of crops and livestock on ranch		
C. Work stock		
D. Productive livestock		
(1) At start of agreement		
(2) Purchased after inventory		
(3) Produced under the terms of this lease		
E. Other		

5. CURRENT FARM EXPENSES: The following expenses shall be contributed by the father and the son in the shares as designated in the columns at the right.

	Share to be furnished by	
	Father, %	Son, %
A. Labor: (1) Son	xxx	
(2) Father		xxx
(3) Unpaid family labor		
(4) Hired labor		
B. Repairs: (1) Buildings		
(2) Fences		
(3) Machinery		
C. Depreciation: (1) Buildings		
(2) Fences		
(3) Tractor and work stock		
(4) Machinery		
D. Tractor fuel and oil		
E. Machine work hired		
F. Veterinary charges, livestock expense, replacements		
G. Feed		
H. Seed: Hay and permanent pasture Grain crops		
I. Commercial fertilizer		
J. Water charges		
K. Automobile and truck expense for farm use		
L. Insurance: (1) Buildings		
(2) Personal property		
M. Taxes (1) Land and buildings		
(2) Personal property		
N. Miscellaneous (including cash rent)		

6. DIVISION OF INCOME: Income from the farm will be divided on or before December 31 each year on the basis of the percentage of the cost furnished by the father and son for each year.

Section 5 shows the percentage of contribution which each plan to furnish. The Farm and Ranch Record Book kept for the farm or ranch shows all expenses and receipts and will be the basis for determining the total cash cost of the farm or ranch and to determine the percentage of the total which was contributed by the father and the son. The annual investment charge shall be taken from section 9 and the labor contribution charge shall be taken from section 10 of this lease. Revisions should be made at the end of any year in which major changes are made from the amount of contribution as shown in section 5, 9, or 10.

7. Increases in inventory of livestock and machinery shall be handled as follows: ....

....

....

8. SALES AND PURCHASES: The time and place where farm products will be sold shall be mutually agreed upon by the father and son. No sale of farm products or purchase of farm equipment, livestock, or supplies exceeding $..............................for any one item or $..............................for any one month is to be made by either party before obtaining the written consent of the other. ....

....

....

....

9. LAND, LIVESTOCK, EQUIPMENT VALUATION: The contribution of land, livestock and equipment furnished by the father and son, the estimated total value, the interest rate charged, and the estimated annual charge are agreed to at the beginning of this agreement as follows:

item	Est. total value Furnished by		Interest Rate	Annual Charge	
	Father	Son	%	Father	Son
Land and buildings	$	$	%	$	$
Tractor and work stock					
Productive livestock					
Machinery and equipment					
TOTALS	$	$	xxx	$	$

Note: An inventory is attached giving numbers, values, and ownership of all the items entered in this section. Values should be based on reasonable long-time average prices.

10. LABOR CONTRIBUTION OF FATHER AND SON: The contributions of labor per year by the father and son and the

compensation rate per month for such labor is agreed to at the beginning of this agreement as follows:

	Father	Son
Months of labor anticipated		
Rate per month	$	$
Total allowance for the year	$	$

This monthly wage need not be paid each month, but must be considered in the annual settlement.

11. The son will keep accurate records of all ranch expenses and receipts. A complete inventory of all grains, hay, livestock, and farm equipment will be made by the son and agreed upon by the son and father on or about...each year. Numbers, value, and ownership of property shall be shown.

12.. RANCH OPERATIONS:

A. The ranch shall be operated in an efficient and workmanlike manner according to the accepted practices in the community. Note any specific details:

....

....

....

B. Crops to be planted shall be mutually agreed upon before date of planting.

C. Crops grown on the ranch shall be grown primarily for feeding on the ranch, except..

....

....

D. The following provisions shall apply to the livestock operation: (Attach supplemental sheet, if necessary)............................

....

....

....

....

....

....

13. SOIL CONSERVATION:

A. The soil shall be maintained and improved by the following practices:

B. All manure shall be spread on fields according to agreement as follows:

C. Straw, stubble, and crop residue shall be conserved as follows:

D. Application of commercial fertilizer, when applied, shall be agreed to before application and paid for as follows:

E. Diligence shall be used to prevent the spread of noxious weeds. Treatment of infestation and the cost thereof shall be handled as follows:

---

14. IMPROVEMENTS (Buildings, fences, ditches, flumes, headgates, wood lots, development of new land, etc.):

A. All improvements now in satisfactory condition shall be maintained under the following arrangements:

B. Improvements now in unsatisfactory condition shall be repaired under the following arrangements:

C. New improvements (if any) shall be made under the following arrangements: ______________________________

____

____

____

Note: Buildings, fences, irrigation developments and other improvements added to the land owned by the father ordinarily will be done by money and labor furnished by the father.

Any money and labor contributed by the son in the construction of new buildings, fences, irrigation developments or other improvements on the land owned by the father as specified in A, B, and C above, should be recorded in a lien in favor of the son. This will protect the son's investment in the land in case this agreement is terminated or in case of a settlement of the estate.

15. LIVING ARRANGEMENTS:

A. The father shall have the following living accommodations and arrangements on the farm: ______________________________

____

____

B. The son shall have the following living accommodations and arrangements on the farm: ______________________________

____

____

16. DIVISION OF PROPERTY AT TERMINATION OF AGREEMENT: If this agreement is to be terminated:

A. The son will surrender peaceably, possession and occupancy of the premises at the termination of this agreement.

B. The son shall be compensated for any permanent improvements added to the farm to which he has contributed labor or capital.

C. All property owned in common should be appraised jointly by the father and the son and conservative values established. If actual division of the property is not possible or desirable, the father agrees to buy the son's share or to sell his own share at the appraised value.

D. The interest of the father and the son in the livestock, machinery, and equipment will be established in each annual inventory. This is necessary, as the purchase of livestock, machinery, and equipment is included as a cash farm expense, and all sales are included in the cash farm income, unless otherwise specifically agreed and so entered in the farm record books.

17. ARBITRATION: Any differences between father and son shall upon request of either party be submitted for settlement to a committee of three disinterested persons who reside in the community and are familiar with the property. One member shall be chosen by father, one by son, and the third by the other two members. A determination by a majority of the committee shall be binding on both the father and son. One-half the cost of arbitration shall be paid by each party.

18. ADDITIONAL AGREEMENTS: ....

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In Witness Whereof, we have signed this lease this..................

day of.., 19........

WITNESSES: ....

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