

****GRAZING LEASE AGREEMENT****

****STATE OF TEXAS****

****COUNTY OF [County Name, e.g., Guadalupe]****

This Grazing Lease Agreement (the "Lease") is made and entered into this [Date] day of [Month], [Year], by and between ****[Your Name or Entity]**** ("Lessor"), and ****[Lessee Full Name(s)]**** ("Lessee").

1. ****Leased Premises****: Lessor leases to Lessee approximately [X] acres located at [Full Address/Legal Description], [County], Texas (the "Premises"). A map is attached as Exhibit A.

2. ****Term****: The term commences on [Start Date] and ends on [End Date, e.g., one year later]. It shall automatically renew year-to-year unless terminated in writing with at least 90 days' notice by either party.

3. ****Use and Stocking Rate****: Lessee shall use the Premises solely for grazing, pasturing, and feeding cattle, limited to no more than [X] head or the carrying capacity established by the Texas A&M AgriLife Extension Service (approximately [X] animal units). No other livestock or activities without the Lessor's written consent. Lessee shall not overgraze.

4. ****Rent****: [Specify: e.g., \$X per acre per year / per head / free in exchange for ag valuation maintenance]. Payments due [monthly/annual] on or before [date]. Late payments incur [X]% interest and may lead to termination.

5. ****Insurance****: Lessee shall maintain commercial general liability insurance of at least \$[500,000 per person / \$1,000,000 per occurrence] for bodily injury and \$100,000 for property damage throughout the term. Lessor shall be named as an additional insured. Lessee shall provide a Certificate of Insurance prior to occupancy and upon renewal. Failure to do so is grounds for immediate termination.

6. **Fence and Facility Maintenance**: Lessee shall inspect and reasonably maintain all gates, fences, cattle pens, and water sources in good condition to prevent escapes. Lessee shall contact Lessor immediately for major repairs (Lessor provides materials; Lessee provides labor unless otherwise agreed). Lessee is responsible for any damage caused by failure to maintain fences or by breachy livestock (animals known to escape). Lessee shall remove any breachy animals within [48 hours] of notice.

7. **Cattle Escapes and Damage**: Lessee is responsible for retrieving escaped cattle and liable for any damage to Lessor's property, neighboring lands, crops, or third parties caused by Lessee's cattle or actions. Lessee shall indemnify and hold Lessor harmless from all such claims, including attorney's fees.

8. **Risk and Indemnification**: Lessee occupies at its own risk. Lessor is not liable for Lessee's actions or omissions (or those of Lessee's agents, employees, etc.). Lessee shall indemnify, defend, and hold Lessor harmless from all claims arising from Lessee's use. The parties agree to mutual indemnification for their own actions. (Note: This does not waive any rights under Texas law, including Chapter 75, Texas Civil Practice & Remedies Code.)

9. **Assignment/Sublease**: Prohibited without the Lessor's prior written consent.

10. **Improvements/Repairs**: Any improvements by Lessee require written approval and are removable at term end unless agreed otherwise.

11. **Termination**: Either party may terminate for breach with [30] days' written notice (or immediately for non-payment/insurance failure). Upon termination, Lessee shall remove cattle and restore Premises.

12. **Miscellaneous**: This is the entire agreement. Amendments must be written and signed. Governed by Texas law. Disputes resolved in [County] courts. No partnership created. Lessee shall comply with all laws, including local stock/range laws.

IN WITNESS WHEREOF, the parties execute this Lease as of the date first above written.

Lessor: _____

Name: _____

Lessee: _____

Name: _____