

CA-AGRlse01

## **Grazing agreement**

**The Licensor:** [Name]

**and**

**The Licensee:** [Name]

**Date:** [Date]

The date is: [date]  
The Licensor is: [name]  
of: [address]  
The Licensee is: [name]  
of: [address]  
The Land is: Land situated at [precise address] .  
.  
.]  
Period of Licence: [number] months starting from [date].  
The price of the crop sold is: [number] dollars per month, [ / ]  
/  
.

## Terms of the Agreement

### 1. The sale

1.1. This agreement is for sale of a growing crop of

1.2. The price for the grass is \$ [ ] [ / ] (“ ”).

### 2. The grant

2.1. For the Price, the Licensor now grants to the Licensee the

2.2. This licence [ ]

2.3. This licence does not create a



6.3. maintain the perimeter walls, fences, gates, ,  
,

## 7. Restrictions on Licensee

In taking the ,  
:

7.1. construct any building or structure on the Land;

7.2. deposit or bury any rubbish on the Land;

7.3. ,  
;

7.4.

;

7.5. introduce any disease affecting the Land;

7.6. ;

7.7.

[ ];

7.8.

;

7.9.

.

7.10. waste water;

7.11.

;

7.12.

;

7.13.

;

**But that he will:**

7.14. ) , (

, , ;

7.15.

7.16. report any leak of water to the Licensor;

7.17.

7.18.

7.19.

[ 4 ]  
[ ]  
].

## **8. Licensee's indemnity**

## **9. Access for Licensor**

## **10. Transfer and alienation**

10.1.

10.2.

## **11. Termination**

11.1. [ 48 ]

11.2.

11.3.

11.4.

## **12. Other matters**

12.1.

12.2.

12.3.

,

,

,

,

.

12.4.

.

**Signed by the parties:**

## Explanatory notes:

### Grazing agreement

## General notes:

1. In words and meaning, this agreement must remain a contract for occupation of the land solely to enable the occupier to take or use the product of the land - what is growing on it. It must not have the appearance of a contract for occupation of the land as a tenant. If you fail in this, your licensee may be able to claim
2. We have included a number of prohibitions of the sort normally found in leases. As you have buildings on the land, you may need to be protected
3. If you have any problem with this person, you should simply give notice to terminate the licence. There is no formality in this. Just a letter will suffice. Of course, it is best to raise any issue while the Licensee is on the land.
4. It is a good idea to agree stocking densities and exact animal types. Two year old bullocks will do a lot more damage to your fencing than breeding ewes. But if the ewes escape and eat a
5. As far as the time period for the licence is concerned, is still safest to let for a period which clearly covers a "season", or, at most, 364 days. We prefer to exclude Jan, Feb and

## Paragraph specific notes

Note: numbering refers to paragraph numbers.

### 1. The sale

As we have explained on the page from which you bought this document, the agreement is "safer" for you if it is



**2. The grant**

The grant of a licence is for the

**3. Payment**

We have provided alternative arrangements.

**4. Interest**

We have no comment

**5. Use of services**

We have no comment

**6. Condition and repair**

We have no comment

**7. Restrictions on licensee**

Some of these restrictions may be relaxed if appropriate. However,

**8. Licensee's indemnity**

We have no comment

**9. Access for Licensor**

We have no comment

**10. Transfer and alienation**

We have no comment

**11. Termination**

Within the term for which a sum of money will have been paid, either party may

48

( )

## **12. Other matters**

We have no comment

**End of notes**