

MANURE SPREADING AGREEMENT BETWEEN LANDOWNER AND MANURE SUPPLIER RESOURCE GUIDE

This document accompanies a written agreement between a landowner and potential renter who wishes to spread manure on their property. This resource will give both parties background information on why the terms and conditions laid out in the agreement are important.

Terms: The terms of an agreement provide the following information:

- **Who** is the agreement between?
 - **What** is the agreement for?
 - **When** does the agreement start and end?
 - **Where** is the property location and on which fields can manure be spread?
1. This term expressly states who the agreement is between, what the agreement is about, and for how long the agreement is valid. An agreement is nothing without these terms listed. These should be first and foremost in any agreement. **(Who, what, and when)**
 2. This term specifically lists the properties for which the agreement is valid. It is very important that these are listed and be very specific. Gathering parcel numbers, aerial maps, and agreeing upon field boundaries is vital to avoid any misunderstandings. Without specific pieces of land named, a renter may assume they are able to spread upon all land owned by the landowner. **(Where)**
 3. This term outlines the process of renewing the agreement. Without this term, a renter may assume that they have permission to continue spreading on the land, or a landowner may assume that the renter will be back next year. A simple update of signatures is needed to continue the agreement for the same length of time. This also gives both parties a chance to bring up changes that they would like to see in any future agreements. **(When)**
 4. This is one of the most important terms of the agreement. If everything goes smoothly, you will never need to read this term again, however, this is a landowner's only course of action if they are not satisfied with their renter. Without this, a renter may argue whether or not they can continue using the landowner's land until the agreement has expired. **(When)**
 - a. This says that if the parties fail to reach an agreement for extension prior to the expiration of the agreement, then the agreement is no longer valid.
 - b. This shows that any breach of this agreement may result in the agreement being void.
 - c. If the landowner sells the land, the agreement is no longer valid. The renter would have to approach the new owner.
 - d. Ultimately, a landowner has the power over what happens on their land. If, for any reason, a landowner wishes to not rent to that renter when manure will be spread on the land, they have the right to do so. This is a LAST RESORT for landowners and it is not advised to wield this power lightly.

Conditions: The conditions of an agreement provide the following information:

How will each party conduct themselves during the agreement? Essentially, these are the **RULES** of the agreement.

- A. This condition sets a baseline for what nutrients are present in the soil and if the soil can handle more nutrients (manure). This will also give the landowner and renter an idea of what would be the best crop to grow on the soil.
 - a. The frequency of testing is up to the renter and landowner; however, it is very important that these are done as frequently as possible to avoid overspreading of nutrients. The party responsible for paying for the soil test is something that will need to be decided by the parties involved. If the renter pays for soil tests, the rental price of the land could reflect this.
- B. This condition states that the amount of manure that is allowed to be spread on each field must be based on the results of soil testing. The level of Phosphorus is used as the benchmark for this because this is

This resource guide was produced by Crawford Stewardship Project as part of their Landowner Resource effort. This is meant to be a guide to inform landowners and renters about the importance of making a thorough and mutually beneficial agreement. If there are questions, please contact Joseph Childs, driftlesswatershed@gmail.com, for more details.

often the most problematic nutrient. Please refer to *Soil Nutrient Resource* for more information about phosphorus levels in soil. The guidelines for soil evaluation should include all parameters met in a Wisconsin Nutrient Management Plan.

- C. This condition supplies a checklist of what a renter must do prior to EACH TIME they wish to spread manure. These are not difficult to do as a simple internet search and phone call will suffice.
 - a. The Wisconsin Runoff Risk Advisory Forecast provides users with a risk index that takes into account soil temperature, ground saturation, and precipitation. Spreading should not occur when risk levels are moderate or extreme.
 - b. This is a simple “heads up” to a landowner that the renter will be spreading manure on their property. This is considered courteous to avoid conflicts with the landowner’s personal life such as visitors, family events, hunting, or enjoyment of the land. In this phone call, the renter should detail how much manure they are spreading, where they are spreading it, and what time they plan on doing so. Again, this is a simple courtesy call that should be expected from a renter.
- D. Considering the renter should be consulting and following the Runoff Risk Advisory Forecast, this should not be an issue. However, it is best to state this condition directly and clearly to avoid any sort of confusion.
- E. This condition is included to protect surface waters and groundwater from manure runoff. Nutrients in manure can cause problems in the ecosystem of freshwater streams. Including a buffer strip allows for vegetation to hold back and use the nutrients before they are able to run off into surface waters.
- F. This condition is included to make sure any existing practices that a landowner has undertaken are not undone while the renter is utilizing their fields.
- G. This condition is included to protect surface and ground waters where the slope surrounding them is steep enough to accelerate runoff from manure spreading.
- H. This condition is specific to liquid manure because of its tendency to runoff when applied on steeper slopes. By injecting the manure into the ground, the chance for a runoff event is minimized. With very steep land, there should be no spreading of liquid any manure could be done, as this slope can be dangerous to the renter and their equipment during application as well as lead to drastic runoff of liquid manure.
- I. This condition is included to make sure a renter is aware that the landowner does not want dead carcasses of animals spread on their land. In large scale operations, there are often a large number of dead animals that, at times, are disposed of with the manure. The possibility of infectious diseases, pathogenic bacteria and viruses, as well as carcass liquids associated with these dead animals, leaching into surface and groundwaters must be avoided. Large bones may also be found around the surface of the land as well. Landowners seldomly want their land to be a boneyard.
- J. This condition emphasizes the importance of knifing or injecting manure into the soil. This is often for the benefit of both the landowner and the renter if they are growing crops on the ground. This will make the nutrients more readily available for crops as well as protect against runoff if a rain event were to occur.
- K. This condition is to prevent manure from being spread on by the wind to neighboring properties. Aerial spraying leads to large amounts of odor and poor nutrient availability for crops as the nutrients remain on the surface of the field rather than being incorporated into the ground.

Signatures: The final step!

For an agreement to be taken seriously in the eyes of a judge, it is **highly recommended to have it notarized**. To do so, both parties must take the **unsigned agreement** to a notary (you can find one at any bank near you) and sign the document in front of the notary and have their stamp placed on it. This is a very easy process and will take no more than 10-15 minutes and is **completely free**. Remember, if your agreement is not notarized, you have a “he said, she said” agreement and could open yourself up to litigation if things do not work out.