

**SHARE FARMING AGREEMENT**

Location: \_\_\_\_\_ Date: \_\_\_\_\_

**Parties:**

Share Farmer Name: \_\_\_\_\_

Landowner Name: \_\_\_\_\_

Addresses: \_\_\_\_\_

**Property Details:**

Property Location and Description: \_\_\_\_\_

**Term of Agreement:**

Commencement Date: \_\_\_\_\_

Duration (months/years): \_\_\_\_\_

**Responsibilities and Obligations:**

Share Farmer Responsibilities: \_\_\_\_\_

Landowner Responsibilities: \_\_\_\_\_

**Financial Arrangements:**

Profit Share Percentage to Share Farmer: \_\_\_\_\_ %

Profit Share Percentage to Landowner: \_\_\_\_\_ %

Payment Method and Schedule: \_\_\_\_\_

**Equipment and Inputs:**

List of Equipment and Inputs Provided by Landowner: \_\_\_\_\_

Maintenance and Repair Responsibilities: \_\_\_\_\_

**Insurance and Liability:**

Insurance Obligations: \_\_\_\_\_

Liability and Indemnity: \_\_\_\_\_

**Termination:**

Grounds for Termination: \_\_\_\_\_

Notice Requirements: \_\_\_\_\_

**Dispute Resolution:**

Negotiation and Mediation: \_\_\_\_\_

Governing Law and Jurisdiction: \_\_\_\_\_

**Confidentiality:**

The parties agree to keep all information confidential except as required by law or agreed.

**Miscellaneous:**

Entire Agreement: \_\_\_\_\_

Amendments: \_\_\_\_\_

**SHARE FARMER SIGNATURE**

**LANDOWNER SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**1. Interpretation**

In this Agreement, unless the context otherwise requires, terms have their ordinary meaning and references to legislation include amendments and replacements. Headings are for convenience only and do not affect interpretation.

**2. Share Farming Arrangement**

The Share Farmer agrees to manage and operate the farming activities on the Property as described herein, and the Landowner agrees to provide the Property and specified resources for the purpose of farming.

**3. Duration**

The Agreement commences on the Commencement Date and continues for the agreed Term unless terminated earlier in accordance with this Agreement.

**4. Use of Property**

The Share Farmer must use the Property only for the purposes defined in this Agreement and shall not cause any waste, damage, or nuisance.

**5. Obligations of Share Farmer**

The Share Farmer shall: (a) manage day-to-day farming operations diligently and in accordance with good agricultural practices; (b) maintain all equipment and infrastructure provided; (c) keep accurate records of all farming activities, income, and expenses; (d) comply with all relevant laws and regulations.

**6. Obligations of Landowner**

The Landowner shall: (a) provide access to the Property; (b) maintain title and ensure the Property is fit for farming activities; (c) ensure any equipment or resources provided are in good working order; (d) assist with obtaining necessary permits or licences.

**7. Profit Sharing**

Net profits generated from the farming operations shall be divided between the Share Farmer and the Landowner in the percentages specified. Profit calculations shall be based on agreed accounting principles.

**8. Financial Management**

All income and expenses relating to the farming operations shall be managed transparently, with regular statements provided to both parties.

**9. Equipment, Inputs, and Supplies**

Responsibilities for provision, maintenance, repair, and replacement of equipment, inputs, and supplies are as set out in this Agreement.

**10. Insurance**

Both parties shall maintain appropriate insurance coverage for their respective interests. Evidence of insurance must be

provided upon request.

#### **11. Risk and Liability**

Risk in relation to the Property and farming operations remains with the respective parties as detailed herein. Each party indemnifies the other against claims arising from their respective acts or omissions.

#### **12. Environmental Compliance**

Both parties must ensure that all farming activities comply with environmental laws and best practices.

#### **13. Records and Audits**

The Share Farmer shall keep detailed records and allow the Landowner reasonable access for audit and inspection purposes.

#### **14. Confidentiality**

Each party agrees to keep confidential any commercially sensitive information obtained through this Agreement.

#### **15. Assignment and Subcontracting**

Neither party may assign or subcontract their rights or obligations under this Agreement without prior written consent.

#### **16. Termination**

This Agreement may be terminated for cause by either party upon written notice where a material breach is not remedied within a reasonable time, or by mutual agreement.

#### **17. Effect of Termination**

Upon termination, the parties shall settle all outstanding financial matters and return any property or equipment as agreed.

#### **18. Notices**

All notices must be in writing and delivered as specified herein. Notices are deemed received on delivery or as otherwise provided.

#### **19. Governing Law**

This Agreement is governed by the law of the Commonwealth of Australia and the parties submit to the non-exclusive jurisdiction of its courts.

#### **20. Entire Agreement**

This document constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements.

#### **21. Amendments**

Any amendments must be made in writing and signed by both parties.

#### **22. Severability**

If any provision is held invalid or unenforceable, the remainder of the Agreement remains in effect and the invalid provision is replaced by a valid provision that most closely matches the original intent.

#### **23. Counterparts**

This Agreement may be executed in counterparts, each of which is an original and all of which constitute one and the same instrument.

**24. Signatures**

The parties have executed this Agreement as evidence of their acceptance of its terms and conditions.

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