



Farm Leasehold Stewardship

A Guide to Land Stewardship Provisions
in a Farm Lease

Acknowledgements

Land For Good (LFG) is a New England-based nonprofit organization founded in 2004. Its mission is to expand secure farmland access, tenure, and transfer. LFG offers education and coaching to farmers and landowners; engages in advocacy and research; provides professional development opportunities and collaborative networks for service providers; and produces educational materials with national relevance. LFG works with farmers seeking to access land or improve their land tenure, farmers wanting to transition their farm to a successor, and landowners who make their land available for agriculture. Learn more at landforgood.org.

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Viva Farms is a Washington-based nonprofit Farm Business Incubator and Training Program established in 2009. Its mission is to empower aspiring and limited-resource farmers by providing bilingual (Spanish-English) training in holistic organic farming practices, as well as access to land, infrastructure, equipment, marketing, capital and community. Its vision is a more just and resilient food system. Viva Farms works with beginning farmers from start-up to later-stage business development, lowering the barriers to entry and providing aspiring farmers the necessary resources and support to build viable, independent, and successful farm businesses. Learn more at vivafarms.org.

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This work is supported by funding from the United States Department of Agriculture National Institute of Food and Agriculture.

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Introduction

Leasing is a common method of securing land for farming. It can have many advantages for the farmer-tenant, the landowner and the land. The farmer and the landowner care about the land together. They—and the community—have a stake in land stewardship. Here, stewardship means the responsible management of the land, including the long-term health and integrity of its natural and cultural resources.

A good farm lease expresses and strengthens the partnership between landowner and farmer. As a legal contract, a lease lays out each party's rights and obligations. The rent, the term length, and permitted uses, for example, are usually standard, straightforward clauses in a lease. Natural resource management of a leasehold is more complex. It involves values and priorities that may differ between the parties. Frequently, concepts and terms are not adequately defined or understood. A landlord's vision may be at odds with the farmer's vision and farming practices. Expectations may clash. Therefore, a lease with strong and clear stewardship provisions is a powerful tool that helps align understanding and benefits the landowner, the farmer and the land.

Just as there are many kinds of farms and farmers, landowners cover a wide spectrum too. They may be retired farmers, farm inheritors or estate owners. Some are conservation organizations or public entities. Landowners' vision, goals, knowledge, concerns, and capacity vary. A "normal" barnyard to one owner may be an eyesore to another. A prospective landlord may not understand or may object to a farmer's long-held pest management practices. Some landowners hover; others never visit.

Even the most thoughtful lease won't reconcile all incompatibilities. For instance, a landowner



This guide will help landowners and farmers address land stewardship in a farm lease. This guide:

- *Informs about farmland management systems and plans*
- *Looks at key areas of agricultural land stewardship*
- *Suggests strategies for stewardship plan development, implementation, monitoring, and enforcement*
- *Provides worksheets to help landowners and farmers develop the stewardship agreements in their lease*

who requires organic certification or prohibits access to a water source won't be a good match for a farmer who chooses not to get certified, or who needs water for their cattle. However, a strong lease with clear, agreed-upon stewardship provisions will help align priorities and clarify expectations. Ideally, a lease agreement develops in the spirit of partnership—a shared commitment and an opportunity for mutual learning.

A Few Considerations:

- ***Some farm practices take time to implement or to see results.*** *The length of the lease term significantly influences the decision to implement and success of some stewardship activities.*
- ***Some farm leases are not written.*** *While “handshake” agreements can be adequate in certain situations, having a written lease is highly recommended, and it is best practice to document stewardship expectations in writing as well.*
- ***Landowners’ needs for information and control need to be balanced with farmers’ rights to privacy and freedom to operate a viable farm business.***
- ***Mutual trust, respect, and transparency are key to the success of any lease, particularly around how the land is managed and cared for.***

From Principles to Practices

The stewardship provisions in a lease can be handled in several ways. The lease itself could spell out all land management obligations. In some cases, this is adequate. In other situations, a lease document sets out broad stewardship parameters, attaching or referencing a more detailed document such as a stewardship plan. The appropriate amount and location of these details will vary depending on the circumstances and specific expectations of the landowner and farmer.

This guide recommends a useful four-step framework for developing stewardship provisions in a lease. It starts with high-level considerations and then moves to specifics.

(1) Principles (2) Goals (3) Plans (4) Practices

(1) Principles set out the broad stewardship values and vision, ideally shared by both parties. These principles might prioritize the long-term health of the property’s natural resources, its cultural and historic features, climate change mitigation, or biodiversity, for example. These principles can be presented in the lease itself—either in the introduction section (sometimes called “recitals”) or in a specific lease clause—or they can be referenced in the lease and stated in an attachment.

(2) Goals articulate how to address the principles. For example, to honor the principle of long-term resource health, goals could be to maintain or increase soil fertility and to protect riparian corridors. A few simple goals can be listed in the body of a lease. Often, they are elaborated on in a separate document.



(3) Plans clearly propose the practices that the farmer will employ to achieve the goals agreed on by the parties. Often called a “stewardship plan,” the plan is usually a separate document that is referenced in the lease agreement (and therefore part of the contract). It provides a set of guidelines and directives that the farmer will follow. A good stewardship plan is specific enough to be concrete and understood by both parties, yet broad enough to give the farmer autonomy and flexibility to employ their preferred farming practices and land management strategies.

There is no commonly recognized “stewardship plan.” Location, scale, types of products, farmer experience, production system, and business plan all influence land management and specific stewardship practices.

It is important to recognize that while stewardship plans focus on natural resources, they cannot be disconnected from economic and social concerns. For example, cover cropping checks a lot of stewardship boxes, but it also adds input and labor costs and additional time requirements for the farmer. The whole system needs to be considered.

Most stewardship plans are based on a farm management system. Management systems are broad frameworks for operating a farm. A few generations ago, “good husbandry,” meaning a management system employing “ordinary farming practices to ensure production and avoid damage,” was sufficient. Today, management systems reflect broader understanding of the impacts of agricultural activities on natural resources, food quality, health, the environment, and farm viability. A management system sets forth the tenets that guide a farmer’s activities. It is not a list of specific actions. See [Appendix A](#) for descriptions of several agricultural management systems.

Not every lease needs a separate stewardship plan. Often, certain terms and conditions in a lease will adequately describe the agreements about land management, and will satisfy both parties. However, even in the simplest lease, it is crucial to ensure that everyone understands and agrees to what is meant and expected. Sometimes, stating that the farmer will farm “sustainably” is sufficient; sometimes, this wording is a set-up for confusion or misunderstanding down the road.

(4) Practices are the specific activities that a farmer performs toward meeting the goals. A practice can address multiple goals. For example, cover cropping is a practice that can improve soil health, prevent erosion (soil loss), suppress weeds, and enhance biodiversity. Practices include installations too, such as irrigation lines, drainage berms, fencing or compost pads.

While particular practices could be spelled out in a lease, it usually makes more sense for the landowner and farmer to agree to the broad parameters—the principles and goals—in the lease, and let the farmer choose practices that meet the goals. For example, the parties may agree that soil health is a shared principle, and improving soil fertility is a goal. The landowner doesn’t need to (and shouldn’t) dictate whether the farmer uses green manures, compost, crop rotation or other practices toward that goal. In some cases, though, a landowner may require a specific regime such as rotational grazing, organic certification, or timing a hay harvest around grassland bird nesting.

Many leases are not this detailed. A farmer and landowner can agree on basic standards of care and not get into written plans. Often this is sufficient... until it isn’t. The challenge is striking the balance between too little guidance and too much specificity.

Developing the Stewardship Plan

Most farmers and landowners are likely to agree on broad stewardship principles. Some farmers and landowners also might agree to follow a specific management system. All management systems address natural resource protection. Many farming practices “qualify” under multiple management systems. Others, such as the use of synthetic chemical inputs, would not. (For more information about management systems, see [Appendix A](#).)

Sample language for stewardship principles and land management can be found in lease templates and other resources. (See [Worksheet A](#) and [Appendix B, Resources](#).) Reaching agreement on the principles is a good way to start the landlord-tenant dialogue. This is where priorities emerge. For example, a landowner might be most concerned about water quality and aesthetics, and less focused on climate and energy. A farmer may prioritize soil quality and pest management.

Either the landowner or the farmer can prepare a draft set of goals that address the principles. Sometimes a third party, such as a consultant, helps articulate relevant and reasonable goals. Reaching agreement on goals is crucial. This is also the point from which permitted, prohibited, required and restricted uses are identified. Some of these specifications should go right into the body of the lease. For example, removing topsoil or trees may be prohibited; keeping livestock out of the stream may be required. Permitted uses can be generally described (e.g., “all generally accepted agricultural practices”) or itemized (e.g., removing invasive plants in field #3).

Areas to Address in a Farm Stewardship Plan

(Not all need to be addressed, and others may be added.)

- *Soil*
- *Water*
- *Productive land*
- *Pest and weed management*
- *Biodiversity management*
- *Animal management and health*
- *Other land (e.g. forest, conservation)*
- *Infrastructure*
- *Climate and energy*
- *Aesthetics*
- *History, archeology, and culture*
- *Recreation*

As with all lease provisions, it’s important to lay out permission and approval procedures. Equally important is assuring that there is room for change. Farming is a dynamic enterprise, with many factors outside a farmer’s control. Also, farm businesses change; markets shift, new crops are explored, different inputs are tested. It’s essential for the parties to agree about what changes need landowner review or approval.

The principles and goals are the spirit of stewardship in a lease. But they are not actionable. Hence, the plan. As mentioned above, there is no one plan model. The worksheets in this guide can help form a plan. Other options include using or adapting a plan framework developed by others. These include a Conservation Plan prepared (free of charge) by the USDA Natural Resources Conservation Service (NRCS) in each state, a Grazing Management Plan by NRCS or other professional, a Holistic Resource Management plan, or an Organic Systems Plan for organic certification. Each type of plan will have its own natural resource focus, but may address common principles as well.

The plan does not have to be completed for a lease to be signed. With good faith between the parties, it can be a work in progress and referenced as such in the lease. However, certain things need to be clear up front. Above all, financial responsibilities must be clearly explained. Here are some examples of the type of questions that both parties should consider when determining financial responsibility:

- What happens if farm road washes out or a fence needs repairing?
- Who owns the blueberry bushes?
- Does the farmer get credited or compensated for soil improvements?
- Is the farmer expected to rebuild that historic stonewall section or is that beyond “normal maintenance and repairs”?
- What exactly happens at the end of the lease term or if the farmer terminates earlier?

The plan is a tool—the link between goals and practices. It informs the landowner and guides the farmer. It is a living document. It makes room for changes along the way and provides opportunities for communication, learning, and celebration.

Cross-Check Lease Clauses

Stewardship (and other) lease provisions must cross-reference and be compatible with the property's conservation easements(s) and other liens.

A lease's stewardship clauses must be consistent with all applicable laws and regulations such as those for nutrient management, water protection, hazardous materials, and USDA programs.

The stewardship provisions within and/or attached to a lease must track with other lease clauses such as Permitted Uses, Maintenance and Repairs, and Termination.

Built structures are not natural resources, but they impact them, and are part of the landscape. Infrastructure may be included in a Stewardship plan.



Roles, Responsibilities and Rewards

The privilege of owning land comes with responsibilities, as does the right to use it. In a strong lease partnership, the parties equitably bear and share obligations. Each party has a role. The farmer's role is to conscientiously pursue farming activities and abide by the plan and other agreements. The landowner's role is to uphold their obligations outlined in the plan and agreements, and to respect the farmer's autonomy, provided that they abide by the shared agreements.

An engaged landowner promises to take an interest in the farmer, the farm, and the land. They will be willing to learn, and to appreciate their tenant's efforts and accomplishments, especially when leasehold stewardship requirements create inconveniences or additional costs for the farmer.

Landowners also can share the cost of land stewardship. They could pay for or contribute to land improvements, apply for and/or share in USDA cost-share programs, or credit the farmer for stewardship above and beyond baseline requirements. A landowner may incentivize a farmer-tenant by discounting the rent in early years as the farmer rebuilds depleted soil or deteriorated infrastructure. The lease needs to be clear about what is a "normal" requirement versus an activity or installation that is more than a basic expectation of a farm tenant. Note that for some USDA conservation programs, eligibility depends on the length of the lease term.

Land stewardship is a long-term investment. Shared vision and commitment do not yield instant results. Partners who keep the long



view in mind understand stewardship requires time and money. It can be harder to justify investment in inputs or improvements when the lease term is too short to realize a reasonable return. The farm operation must meet the farmer's business goals.

A common question is how to handle soil improvements. To whom should the value of improved soil accrue? And how can that value be determined? If the farmer invested in the soil, they may benefit from any short-term gains in productivity, for example. Yet the landowner winds up with that "better" soil when the lease terminates. Is improved soil fertility a baseline requirement in the lease? Who paid for the inputs and practices? What is the timeframe? There is no simple answer or formula but these are some questions to consider. These are not items to check off, but rather topics to negotiate. Each will vary by agreement.

In some cases, practices to achieve agreed-upon stewardship goals require skills and/or equipment that the farmer does not have. The farmer can commit to obtaining the needed skills or machinery; the landowner could contribute to the cost of an educational workshop or new tillage equipment.

Monitoring and Enforcement

As thoughtful and thorough as the parties might be, a plan is still just a plan. Landowners want to know if the farmer is operating according to the plan in a manner consistent with the principles and goals set forth in the lease. Unless the landlord has farming knowledge, it may not be easy to tell. Just poking around a leased property is time consuming and uninformative without guidance. Farmers want informed and supportive landlords, and to minimize surprise problems. Observation, monitoring, and evaluation can help strengthen the agreement over time, identify effective practices, and build the capacity for stewardship.

In this case, monitoring means more than keeping an eye on something. Some degree of assessment accompanies observation. Data and other information are collected to measure or provide feedback on progress. That information is used to evaluate performance or outcome. The purpose is to provide feedback loops to make sure each party meets lease terms. Language and clarity matter in the monitoring process. For instance, if a goal is to “produce food for local consumption,” is it permissible to also grow flowers or decorative gourds? To market surplus winter squash to a regional wholesale distributor? A corn maze for agri-tourism?

Some landlords and some farmers have cultural goals such as food security or community education. A lease may include requirements to further these goals, such as that a certain percent of product go to the local food bank, or that the farmer must conduct six educational events. When such requirements impact land use, such as on-site parking for events, or use of leased storage facilities for food bank crops, they can and should be part of the stewardship plan.

Evaluation can be based on: 1) observing or reporting on the activity itself; and/or 2) observing or measuring outcome(s) from an activity. For example, one can see whether a field edge was mowed or a fence repaired. Improvements to soil fertility can't be seen but could be measured. (Soil testing requires outside expertise and fees, and is not an exact science). Sometimes a third party such as a consultant, staff specialist, or organic certification inspector plays a role. Engaging additional expertise can take both time and money. [Worksheet C](#) in this guide provides space to spell out how monitoring will take place.

The landowner and farmer should conduct this process as partners, not adversaries. Farmers who are open to landowners' concerns and questions are more likely to be met by landowners open to theirs. Leases that provide for flexibility and modifications are more likely to avoid problems. Annual inspection is good practice. It can be a mutual learning experience while also assuring that lease requirements are being met. The farmer can explain what was done or not done. Sometimes more frequent visits are helpful.

Farming is dynamic and sometimes unpredictable. On the one hand, both farmer and landowner have pledged to be accountable to their agreement. On the other, a spring washout, a surprise frost, or a broken baler can derail the plan. What happens when this pledge is violated?

No one likes to think about *enforcement*, meaning ensuring compliance and addressing noncompliance. Even the word feels unfriendly. The default section of a lease spells out what happens if either party violates a lease term, such as the farmer not paying the rent on time.

Violations of the stewardship provisions in a lease are defaults whether they are articulated in the body of the lease or referenced in the lease as an attachment. For instance, if cutting down trees or growing hemp is prohibited in a stewardship plan, then such acts constitute default. Landowners are equally accountable. A landowner who fails to provide materials or clear an access road as promised in a lease could be considered in default.

However, the nature of farming requires some leeway in enforcement. Extreme weather, unpredictable markets, crop failures, infestations, labor shortages, and near constant pressure to do too many things mean that some activities might not get done, or done according to an agreed-upon timeline. Flooding might prevent timely mowing. Equipment might break down in the view shed. Field debris might accumulate during peak harvest. That said, a lease should be clear about the default provisions and procedures. Determining default is the start of a repair process; it does not mean terminating the lease.

Usually there is a process for the defaulting party to “remedy” the default, such as another 14 days to pay the rent. With farming, greater flexibility to repair the fault makes good sense. In most cases, good communication will go a long way to avoiding actual default proceedings.

Tricky Language!

Make sure these are clearly defined.

Agriculture

Shall vs. May

Good condition

Sustainable

Adequate

Chemical-free

Change

Shared

Review/approval

Infrastructure

Improvements

A farm lease is a legal contract. It is also an expression of shared responsibility for the care and stewardship of the land and its resources. Thoughtful preparation, respectful dialogue, and a spirit of mutual learning will result in a good plan. The landowner and farmer each have a critical role to play. Together, their commitment will ensure successful stewardship of a precious agricultural resource.



Worksheet A:

Leasehold Stewardship Principles & Goals

Instructions: Landowner and farmer may begin by filling out the Principles and Goals independently. Then, the two parties can review their contributions together and develop a set of shared Principles and Goals. Alternatively, landowner and farmer may do this exercise together.

Principles

We value... _____

We prioritize... _____

We commit to... _____

Goals

Examples

- Enhance soil fertility
- Protect designated conservation areas
- Control invasive, noxious and nuisance vegetation
- Minimize negative impacts to the viewshed

Worksheet B:

Stewardship Plan Details

Instructions: For each sub-area, fill in the relevant cells in the row. (The first two rows are examples only.) Not every row will apply to your situation. You can add areas and sub-areas. Attach additional pages of notes or related material, such as detailed maps, photos, reports, etc. The parties should agree on the plan and each should have a copy.

Area	Sub-area	Goal	Method/ Practice/ Installation	Monitoring/ Evaluation	Prohibited/ Required	Notes
Soil	Quality	<i>Maintain fertility</i>	<i>Apply compost</i>	<i>Record of application</i>	<i>Sludge in compost</i>	<i>See soil tests dated 2/26</i>
Soil	Quantity	<i>Minimize erosion</i>	<i>Cover crop all fields No-til on Field-X</i>	<i>Observation</i>	<i>No plowing HEL Cover crop before Nov.</i>	<i>See NRCS plan for HEL</i>
Water	Irrigation					
Water	Wetlands/ ground water					
Water	Surface water/ riparian					
Productive land	Cropland					
Productive land	Pasture/hay					
Productive land	Perennials/ orchard etc.					
Pest/weed management	Weeds					
Pest/weed	Pests					
Pest/ weed	Noxious/ invasive					
Biodiversity/ habitat						
Animal management	Animal health					
Animal						

Other land	Forest					
Other land	Necessary/ related					
Other land	Conservation					
Infrastructure	Barnyard/ structures					
Infrastructure	Roads/lanes					
Infrastructure	Fences					
Climate and energy	Adaptation					
Climate and energy	Mitigation					
Climate and energy	Energy conservation					
Climate and energy	Alternative energy					
Aesthetics	Visual amenity					
Aesthetics	Waste					
Aesthetics	Storage					
Aesthetics	Equipment/ vehicles					
History, archeology, culture						
History						
Recreation						

Worksheet C:

Simple Stewardship Plan Template

Instructions: For each goal, list farmer and landowner obligations. Include timeframes and deadlines. State requirements and prohibitions. Spell out how monitoring will be done.

Landowner and farmer agree to the principles and goals stated in this Lease. Farmer will conduct farming activities to advance these goals. This plan will be reviewed and adjusted on an agreed-upon schedule (e.g., annually).

1.Goal: Enhance soil fertility

Farmer will: _____

Landowner will: _____

Monitoring: _____

2. Goal: Protect surface waterbodies

Farmer will: _____

Landowner will: _____

Monitoring: _____

3. Goal: Control invasive, noxious and nuisance vegetation

Farmer will: _____

Landowner will: _____

Monitoring: _____

4.

Farmer will: _____

Landowner will: _____

Monitoring: _____

5.

Farmer will: _____

Landowner will: _____

Monitoring: _____

Examples

- *Farmer will:*
Plant green manure on fields A and B; apply compost to all vegetable fields; rotate annual crops; incorporate crop residues; conduct annual soil tests
- *Farmer will:*
Prevent grazing within 50 ft. of stream banks
- *Farmer will:*
Mechanically remove/ Mow xxx invasive/noxious plants before going to seed

Appendix A:

Farm Management Systems

Generally accepted agricultural practices (GAAP) are science-based, industry-recognized methods of farming and food production that address food safety, economic viability, and the environment. GAAPs are accepted as lawful, customary, and reasonable. They also address food and worker safety. Best management practices (BMP) are site-specific economically feasible practices that minimize environmental impacts while maintaining productivity. GAAP and BMP frameworks may include synthetic inputs, genetically modified crops, altered wetlands, and monocultures.

Sustainable agriculture gained momentum in the 1970s. It holistically addresses parameters to maintain and conserve natural resources and the environment. It also addresses social and economic concerns such as farmer wellbeing, healthy food and treatment of farm labor. The term is widely used; some would say it has been diluted or co-opted. Nonetheless, “sustainable agriculture” has been instrumental in the evolution of farming.

Regenerative agriculture has no universally agreed-upon definition. Some people describe it as similar to sustainable agriculture, with more focus on actively restoring soil and ecosystem health, reversing past damage and increasing resilience—particularly in the face of climate change.

Sustainable and regenerative production systems rely on similar methods. There are no specific regimens of practice for sustainable or regenerative farming. What one party to a lease imagines as “sustainable” or “regenerative” may or may not line up with what the other party envisions.

Organic agriculture focuses on natural and cultural methods instead of synthetic inputs. Like sustainable and regenerative farming, it aims to promote ecological balance, biodiversity, soil health and water quality. The term “organic” is defined by the USDA National Organic Program and is limited by law to use only by Certified Organic farms. Organic certification programs rely on specific, observable, and in some cases, measurable standards, along with record-keeping requirements. Not all farmers who adhere to organic regimes obtain organic certification. Farms that use “organic” without certification are subject to fines. A lease may require a tenant to use only [OMRI](#) certified products and methods approved by or in accordance with organic certification programs. (See also [IFOAM](#).)

Ecological agriculture is a farming system that emphasizes using natural ecosystems and processes in agricultural production. The stewardship objectives are basically in line with sustainable and regenerative farming.

Biodynamic agriculture predates the organic agriculture movement by decades and includes a broader perspective of agriculture referring to planetary cycles, a vitality of plants and animals, and holistic cycles.

Permaculture refers to management that establishes permanent systems based on plant relationships including systems such as food forests and perennial food gardens. Each has a particular orientation and emphasis.

Integrated pest management is a pest management system, rather than a whole production system. IPM combines biological, cultural, physical and chemical methods to manage pests. Chemical controls are applied only if less toxic options are ineffective.

Appendix B:

Resources

Examples of Stewardship Provisions in a Farm Lease

- [Landowner's Guide to Leasing Land for Farming](#). Land For Good, Pp. 32-34
- [Leasing Land to Farmers: A Handbook for New England Land Trusts, Municipalities and Institutions](#). Land For Good, Pp. 30-31
- [Holding Ground: A Guide to Northeast Farmland Tenure and Stewardship](#). New England Small Farm Institute, Pp. 147-156
- [Landowner's Guide to Sustainable Farm Leasing](#) Drake University Agricultural Law Center, Pp. 45-48

Stewardship Provisions in a Lease: Informational and Background Resources

- [NRCS Field Office Technical Guide](#) USDA. Select appropriate state
- [Organic certification standards](#) USDA
- [Landowner's Guide to Sustainable Farm Leasing](#) Drake University Agricultural Law Center
- [Improve On-Farm Conservation](#) American Farmland Trust
- [Agricultural Best Management Practices](#) MA Department of Agricultural Resources
- [Agricultural Conservation Leasing Guide](#) University of Maryland Extension
- [Conservation Choices: Your Guide to 32 Conservation and Environmental Farming Practices](#). USDA Natural Resources Conservation Service



