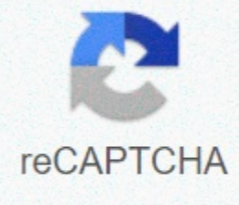




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Fake lease agreement

A livestock lease allows a farmer to reassess the benefits of a cow, bull or herd of cattle without having to pay the full purchase price. Depending on the terms of the agreement, the farmer can also avoid other expenses, such as the cost of having to replace a dying cow, some of the costs of feeding livestock and some veterinary bills. A livestock lease can provide tax breaks for the seller. When a farmer buys a cow, the seller immediately recognizes the full gain in the sale. According to Colorado State University, a lease allows the seller to recognize sales revenue over time, and the seller gets the highest tax benefit from a calf share agreement. A livestock lease allows a farmer to monetize a herd, even if the farmer can no longer afford to feed and care for the herd, without permanently selling the herd. If the farmer temporarily has a shortage of money, the farmer can rent the herd and then recover livestock when the funds are available without having to borrow money to buy many new animals. A cash lease is a type of livestock lease. In a cash lease, the farmer pays a specific amount of money for full rights to each cow or bull. According to the University of Nebraska, Lincoln, cash lease agreements are more common for dairy cows. The farmer can simply compare the cost of buying each dairy cow with the cost of leasing a dairy cow to determine if the lease is worth it. A share lease agreement gives the farmer a share of a herd of cattle instead of granting rights to an individual cow or bull. A share lease is more common with beef cattle. The share lease agreement gives the landlord a percentage of the income the renter earns instead of a fixed rate per animal. This factor makes a share lease more risky, as a drop in beef prices or increased pastures rates can reduce landlord income. Any type of livestock leasing agreement must include a list that gives exact details about what costs each partner has a responsibility to pay. The lease example that the University of Nebraska, Lincoln provides separates the cost of pastures, the cost of grazing fees and the cost of grain and hay, and the landlord and tenant each pay a different proportion of each of these bills. In the business world, since most people are looking for stable and long-term employment, it is not always practical to hire employees for an extremely short duration, or there may be a shortage of experienced and skilled workers. In such cases, it sometimes makes more sense for a company to find workers through employee leases. These legally binding agreements have benefits for both the employer and employees if they are implemented properly. As explained by the employer, employee leases are contracts for which a primary company leases employees to a company. In this employees are treated as a resource to be distributed as needed. In these contracts, the primary company is responsible for most aspects of employment, such as reporting wages and taxes, while the company to which employees are leased handles payroll and manages employee work. Sample employee leases from Mobile Glaucoma Service, Inc. and William Keever of Cumberland School of Law show that the contents of an employee lease include all services the employee must provide for the employer. The employee leasing agreement also dictates what resources or forms of compensation the employer is to give to the employee. Like any other lease, employee leases also explain the amount of time designated for the employee-employer relationship. Under employee leases, employers may have a harder time terminating or replacing workers who are unsuitable for the work environment in which they are placed, as the contract requires the employer to provide employment to the employee for the duration of the contract. Employee leases also do not give employers as much leeway in terms of employee maintenance, since the main company has the right not to renew the employee lease, and since technically employees are not under the supervision of the employer. Employee leases allow employers to cover the temporary shortage of the workforce, knowing that employees will find additional work through the primary company even after the employee lease agreement expires. The entrepreneur also points out that working with a primary company can lead to lower costs for items such as workers' compensation. Finally, since the primary company is in charge of most administrative functions in relation to employees, the employer has more free time to devote to other business tasks such as production planning or marketing. Most states require lease companies to be licensed. In addition, although the employer is free of most employee-related administrative tasks, the employer is still required to look out for employee welfare. In this way, employers must conduct a thorough examination of the leasing companies they use to ensure that the leasing company has the right experience and attitude to treat employees fairly under the agreement. Commercial leases, such as store leases, involve concerns other than those of residential leases. The tenant's costs are usually much higher the length of the lease is often longer and commercial landlords usually restrict the use of property more than residential landlords. State law also plays a role in how this agreement should be drafted. Rental property should be clearly described in unequivocal language. In many cases, the tenant will rent part of a building along with the shared use of public areas. The they must also be identified by their legal names. In many store leases, one or both parties are companies, such as corporations or limited liability companies (LLCs). In this case, the company must be listed under its legal name, not by its trade name. Since individual representatives rather than companies sign agreements, the signature line must clearly indicate that the representative is signing on behalf of the company, so it will not be jointly held responsible for breach of the lease. The agreement must identify the rental period. In residential leases the period is usually one month. In many commercial leases, the period is three months or even longer. The amount of the rental period should be indicated in terms of the period - if the rent is due every three months, for example, the rent should be quoted as \$3,000 instead of \$1,000 per month. The duration of the lease must be declared, and the agreement must indicate whether the term is renewable. If it is renewable, there is usually a deadline - if another party notifies the other of the intention not to renew the lease before the end of the term, for example, the lease is renewed automatically. The amount of the deposit must be indicated, along with the terms of its return to the tenant and the repayment period. In some cases a delay of return is admissible; for example, if the landlord has to wait for the phone bill to arrive to find out if any amount should be deducted. Many states prohibit the deduction of bail for normal wear and tear. Many store owners want to alter rental property, such as through advertising collections. The agreement must specify what types of alterations are allowed. By law, important alterations are not allowed unless specifically authorized. For example, a landlord can sue a tenant for paving a grassy area for a car park, even if it increases the market value of the property (this is known as ameliorative waste in legal terminology). The renter may also be prohibited from changing the use of the property during the term of the agreement - turning an appliance store into an adult bookstore, for example - so that the landlord does not run outside the municipal zoning laws. When entering any business venture, it is always safer for both parties to sign a contract in order to explicitly declare all expectations. In terms of real estate, a lease will protect you as a landlord so you're not stuck with tough tenants or unexpected costs at the end of the lease. Read the tips listed below for information on how to write a contract Get familiar with the laws of your state. Property management and real estate laws differ depending on which state - and even the city - you live in. Investigate the laws of your region by consulting a lawyer or contacting the city council [source: All an explicit and easy-to-understand contract. Just because it is a legal document does not mean that the language has to be elegant and confusing. Draw up a lease that both parties understand and respect. This ensures that their terms are understood and respected and that, in the event of a dispute, their terms remain in court. Free leases are available online. You can base your lease on one of these agreements [source: Doc Stoc]Includes all the stipulations you need. The lease agreement may include a wide range of stipulations, including a pet policy, what facilities can be made, who covers what repairs and penalties for after-term payments. The more specific you are, the less likely you are to face disputes in the future [source: Latham]. Includes the data relating to the deposit. One of the most common disputes between landlords and tenants is the return of the deposit. Clearly explain what damages will prevent the tenant from receiving his bail at the end of the lease [source: All business]. Consult with a lawyer. Before entering into a lease with a tenant, check with a real estate attorney to make sure your lease is legally binding and complies with your state's laws. Although the lawyer may charge a fee to review the contract, it will save you any money you may have lost by signing a misspelled settlement [source: All Business]. Business].