



Ducks Unlimited Canada

Agreement # _____
Project # 1495-002-001

New Customer ID# is required:

Hay Sales Agreement – Per Tonne Payment

Bids must be submitted before the closing date of June 17 2022 to the Ducks Unlimited representative:

ATTENTION: David Matheson
Ducks Unlimited Canada
PO Box 21102
Grande Prairie, AB
T8V 6W7
Phone/E-Mail: 780-832-2676/d_matheson@ducks.ca

(NOTE: This bid form is for the property listed below. If you wish to bid on more than one property, please use additional forms)

BIDDER:

I, _____ of
(Name, Please print)

(Mailing address)

(Town and Postal Code)

(Phone number with area code/E-Mail)

Hereby submit an OFFER to pay on a price per Tonne basis for haying rights on the Whitetail North Project located at: SE14,S13 -- N12 -- 79 -- 2 -- W6M.

The amount of my BID is \$_____ plus applicable taxes.

I understand and agree that the attached GENERAL CONDITIONS and SPECIAL PROVISIONS, if any, form a part of this contract agreement for haying on this property.

Renter's Signature

Date: _____

Print Name

Accepted:

Ducks Unlimited Canada
David Matheson
Print Name

Date: _____

G.S.T. #: 118888957

DUC 2nd Signature



Ducks Unlimited Canada

General Conditions – Per Tonne Hay Sales

1. **The term of this agreement will be for 3 Haying Season(s) commencing July 15, 2022 and expiring September 30, 2024.**
2. Only proper Ducks Unlimited Canada (DUC) Hay Sales Per Tonne Bid Forms will be accepted in this tender and the specified closing times for bids are strictly enforced.
3. The highest, or any bid, may not be accepted. Processing and awarding of the contract will take approximately one week.
4. The bidder is responsible for viewing the land prior to bidding; foot access only is permitted when viewing the property. The acreages listed in this tender are approximate.
5. Schedules: Cutting of hay must not start before the date specified in the Special Provisions to this contract. All cut hay must then be removed from the property by the removal date specified elsewhere in this contract. Any swath, bales or standing crop remaining on the property following the removal date become the property of DUC and may be disposed of at DUC discretion. The DUC representative must approve any deviation from the removal date.
6. The successful bidder will provide, at the time of final signing and contract award, a deposit cheque to DUC based on 50% of the estimated value of this hay contract. The bidder must provide final payment in full to DUC, on completion of the harvest and prior to removal of any or all bales, subject to the conditions noted below. All payments are to be given to DUC via the DUC representative named on page 1 of this contract and are to be made in the form of a cheque made payable to "Ducks Unlimited Canada"

The total amount of Tonnes to be paid will be calculated based on an average weight per bale multiplied by the number of bales harvested from the property. The bidder and the DU representative may agree to jointly meet onsite and agree on an average weight per bale.

Alternately, at the discretion of DUC the average weight may be determined by an independent weighing of randomly picked bales selected by the DUC representative.

7. No bales may be removed from the DUC property prior to the final determination of average weight and total number of bales harvested on the DUC property. The bidder is responsible for informing DUC that baling is completed.
8. DUC does not guarantee any tendered hay to be free of noxious weeds or poisonous plants and is not responsible for any damages caused by insects or other wildlife that may occur on any tendered hay lands. If the bidder deems it necessary to apply pesticide, at his/her cost, the DUC representative must approve the application.
9. The bidder is responsible for all field activities in regard to cutting, mowing, baling and removal of the crop. The bidder shall ensure that they operate with due consideration for the condition of the property and not enter or run equipment if field conditions are such that damage to the land will occur (i.e. wet or soft field conditions).
10. The bidder shall assume full responsibility for safety in accordance with all the applicable laws, regulations and generally accepted practices, including safety of all persons and property. The bidder shall comply with all by-laws and requirements of the Municipal, Local, Provincial and Federal governments that apply to work carried out under this contract.
11. The bidder hereby releases DUC and its officers, employees and agents from any actions, claims, accounts, demands, or injuries which the bidder now has or may have by the exercise of any rights granted by DUC under the terms of this Contract. This release shall survive the expiry or termination of this Contract. This shall not release DUC from any acts of negligence.
12. The bidder will pay any outstanding dollar amounts on or before the due date of December 31st of the year of execution of the agreement. Outstanding payments will incur interest at the rate of 2% for each month past the due date.



Bidders Initials



Ducks Unlimited Canada

Special Provisions – Per Tonne Payment

1. **Earliest Start Date:** Cutting may start on or after this start date: July 15, each year
2. **Latest Removal Date:** All hay must be removed from the property by the following removal date: September 30, each year
3. The bidder will leave a minimum of 4 inches of stubble on property.
4. The attached sketch plan shows the areas available for haying. The estimated total hay acres are 130.0. Note that the General Conditions of this agreement disallow haying of the designated wetland areas and any haying outside the delineated areas is prohibited.
5. 3 year haying agreement, haying different parts of the project each year. Each hayed area must be cut in strips to allow some cover to remain for the pheasants. see the attached sketch plan for details.



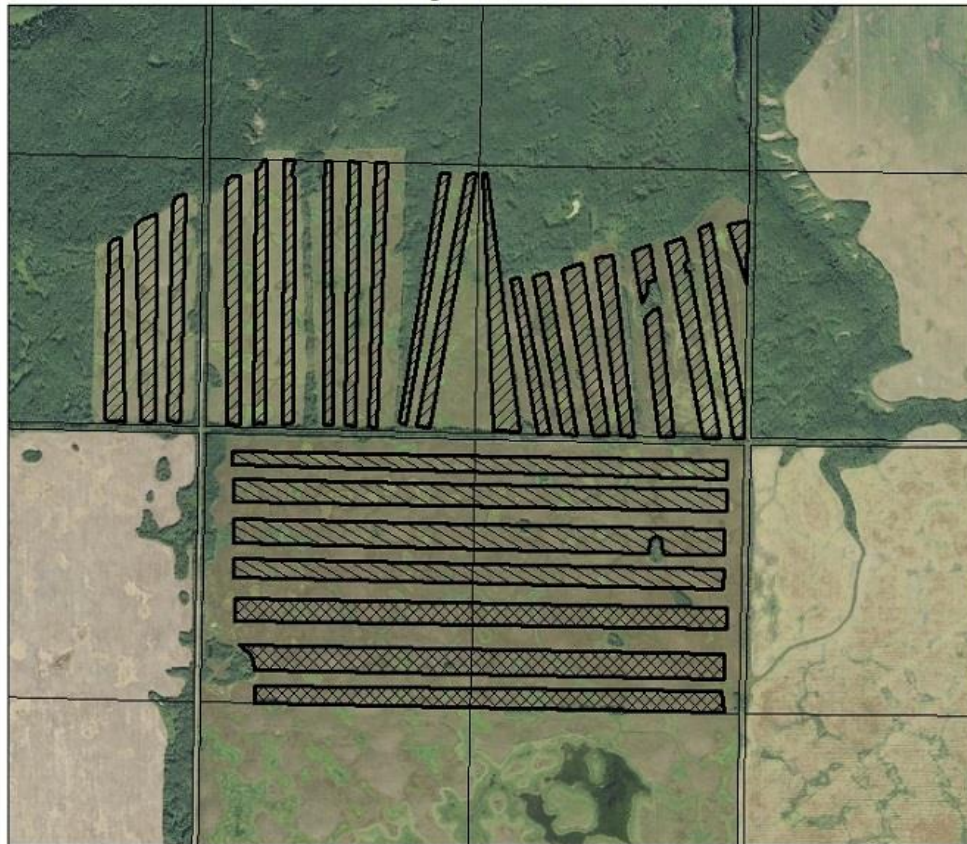
Bidders Initials



Ducks Unlimited Canada

SKETCH PLAN

**SE14-79-2-W6, S¹/₂ 13-79-2-W6, N¹/₂ 12-79-2-W6
Hay Tender**



Legend

-  Year 1 Hay Area
-  Year 2 Hay Area
-  Year 3 Hay Area

Total Acres Per Year - 130.00 ac

 Ducks Unlimited Canada Conserving Canada's Wetlands GIS SKETCH PLAN	Hay Dates: July 15 to September 30	2022-01-26 JBA
	Photo Information: Tarin/Valtus Imagery	<small>THIS SKETCH PLAN HAS BEEN CREATED FROM SATELLITE IMAGE INTERPRETATION</small> <small>Scale:</small> 1:15,000



Bidders Initials