



## Hay Sales Agreement – Per Acre Payment

Bids must be submitted before the closing date of 11:59 A.M. on May 31, 2023 to the Ducks Unlimited representative:

ATTENTION: Angus Bryan  
Ducks Unlimited Canada  
5015 49 Street  
Camrose, AB  
T4V 1N5  
Phone: 780-678-7608 Email: [a\\_bryan@ducks.ca](mailto:a_bryan@ducks.ca)

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

### **BIDDER:**

I, \_\_\_\_\_ of

(Name, please print)

(Mailing address)

(Town and Postal Code)

(Phone number with area code)

(Email address)

Hereby submit an OFFER to pay on a price per Acre basis for haying rights on the Yellowhead property located at: S½-SW – 30 – 51 – 12 – W4M.

**The amount of my BID is \$\_\_\_\_\_ per acre 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

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

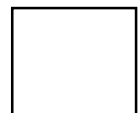
\_\_\_\_\_  
Print Name

G.S.T. #: 118888957

\_\_\_\_\_  
DUC 2<sup>nd</sup> Signature

## General Conditions – Per Acre Hay Sales

1. **The term of this agreement will be for 1 haying season, commencing in 2023 and expiring after 2023.**
2. Only proper Ducks Unlimited Canada (DUC) Haying Sales Per ACRE 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 bid 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.
5. The bidder is responsible for all field activities in regard to cutting, handling and removal of the crop.
6. 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.
7. The successful 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”.
8. No bales may be removed from the DUC property prior to the final payment. The bidder is responsible for informing DUC that baling is completed.
9. 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.
10. The bidder is responsible for all field activities in regard to 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).
11. The bidder shall assume the full responsibility for safety in accordance with all the applicable laws, regulations and generally accepted practices, including safety of all persons and property. The cooperator 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.
12. 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.



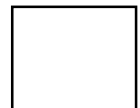
Bidder's Initials

## Important Details

- These fields were last hayed in 2021. They may be rough. It is the bidder's responsibility to inspect the property prior to bidding to assess the quality of the field.
- Use of the property for haying is at the bidder's own risk. DUC bears no responsibility for any rocks, debris, poisonous plants or weeds, or other hazards encountered during haying activities.
- Any loss or damage to haying equipment, vehicles, personal property, etc. will be covered by the bidder, not DUC.
- These DUC properties are open to public foot access. The bidder may not block access or harass recreational users of these properties.

## Special Provisions – Per Acre Payment

1. **Earliest Start Date:** Cutting may start on or after: July 15<sup>th</sup>
2. **Latest Removal Date:** All hay must be removed from the property by: September 15<sup>th</sup>
3. The bidder will leave a minimum of **4** inches of stubble on the property.
4. The attached sketch plan shows the areas available for haying. The estimated total hay acres are **20**. Note that the General Conditions of this agreement disallow haying of the designated wetland areas and any haying outside the delineated areas is prohibited.



Bidder's Initials

## S 1/2 of SW30-51-12-W4 Yellowhead Hay Tender



### Legend

 Hay Area - 20 acres