



Ducks Unlimited Canada

Agreement #

Project # 1092-002-001

New Customer ID# is required:

## Hay Sales Agreement – Per Tonne Payment

Bids must be submitted before the closing date of 11:59PM May 31 to the Ducks Unlimited representative:

ATTENTION: Lyle Hauser  
Ducks Unlimited Canada  
PO Box 3232  
Wainwright, AB.  
T9W 1T2  
Phone/E-Mail: 780-806-9055, l\_hauser@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 Double A located at:  
SE -- 27 -- 48 -- 11 -- W4M.

**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

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

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

G.S.T. #: 118888957

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



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## General Conditions – Per Tonne Hay Sales

1. **The term of this agreement will be for 1 year Haying Season(s) commencing July 15th and expiring Oct 1, 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 31<sup>st</sup> 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.

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.



Bidders Initials



Ducks Unlimited Canada

### Important Details:

- 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 Tonne Payment

1. **Earliest Start Date:** Cutting may start on or after this start date: July 15<sup>th</sup>, 2024
2. **Latest Removal Date:** All hay must be removed from the property by the following removal date: Oct. 1, 2024
3. The bidder will leave a minimum of  inches of stubble on property.
4. The attached sketch plan shows the areas available for haying. The estimated total hay **acres are 113**. Note that the General Conditions of this agreement disallow haying of the designated wetland areas and any haying outside the delineated areas is prohibited.



Bidders Initials



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# SE27-48-11-W4 Double 'A' Purchase Hay Tender



### Legend

 Hay Area

Total Acres - 113.57 Acres

 Ducks Unlimited Canada Conserving Canada's Wetlands <b>GIS SKETCH PLAN</b>	<b>Hay Date:</b>  <p style="text-align: center;"><b>July 15 to September 15</b></p>	<b>Date:</b> 2024-01-30	<b>Drawn By:</b> JBA
	<b>Photo Information:</b> Canada 2022 Spot Rgb Mosaic	<b>Scale:</b> 1:5,000	THIS SKETCH PLAN HAS BEEN CREATED FROM SATELLITE IMAGE INTERPRETATION

Bidders Initials