



Ducks Unlimited Canada

Attachment to Agreement # _____

Grazing Tender Bid Form

Bids must be submitted before the closing date of 11:59 PM on March 29, 2024 to the Ducks Unlimited representative:

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

BIDDER:

I, _____ of
(Name, Please print)

(Mailing address)

(Town and Postal Code)

(Phone number with area code)

(E-mail Address)

Project: Stark Patterson located at: SW -- 4 -- 72 -- 3 -- W6M

Grazing Period: July 15 – October 15 - (93 days).

On an estimated 151.0 acres. See attached Sketch Plan.

One Animal Unit Day (AUD) = Pasture for a 1000lb animal or mature cow with suckling calf for one day.

The amount of my BID is \$_____ per Animal Unit Day, plus applicable taxes.

I understand and agree that the attached GENERAL CONDITIONS and SPECIAL PROVISIONS, if any, form a part of this tender bid and I am prepared to enter into a Grazing Management Agreement if I am the successful bidder.

Bidder's Signature

Date: _____

Print Name



General Conditions – Grazing

1. **The term of this agreement will be for 1 year(s) commencing July 15, 2024, and expiring October 15, 2024.**
2. 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.
3. 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.
4. The agreement is for grazing only and gives no other rights or privileges on DUC lands to the agreement holder.
5. The agreement cannot be sold, assigned, sub-leased or transferred without the prior written consent of DUC.
6. The agreement is for the indicated term only with no guarantee of renewal.
7. Damages billed to the bidder if stocking rate exceeded or removal date extended without the prior consent of DUC will be double the bid amount (2 x \$bid per cow/calf day) and the potential to be excluded from future DUC tenders.
8. This agreement can be terminated with 7 days' notice and cattle removed within 7 days following termination should any of the conditions above or in the agreement be breached.
9. The bidder is responsible for viewing the land prior to bidding; foot access only is permitted when viewing the property.
10. Before placing any livestock on the property, the successful bidder must provide full payment of the bid amount to DUC. All payments are to be given to DUC as per the invoice and are to be made in the form of a cheque made payable to "Ducks Unlimited Canada". Outstanding payments will incur interest at the rate of 2% for each month past the due date.
11. The bidder is responsible for fence maintenance and water supply if such supply does not exist on the property.
12. Any acreage numbers listed or shown in this tender process are approximate.
13. Schedules: Grazing must not start before the Earliest Start Date specified and all livestock must then be removed from the property by the Latest Removal Date as specified. The DUC representative must approve any deviation from the removal date. If livestock are not removed before the specified Latest Removal Date, DUC may seek damages and will pursue legal action as necessary to have the cattle removed.
14. The number of grazing days or units tendered is an approximation. If either party considers the forage stand to be deteriorating below acceptable levels the grazing period may be terminated. In such cases, payments made to DUC will be refunded to the bidder, prorated by comparing the actual days (or units) used to the original bid assumption of the number of days (or units) of grazing that would be available.
15. 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 (for example, trucking or other equipment under wet or soft field conditions).
16. DUC does not guarantee the land 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 to the forage stand. If the bidder deems it necessary to apply pesticides, at his/her cost, the DUC representative must approve the application.
17. Only proper Ducks Unlimited Canada (DUC) Tender forms will be accepted and the specified closing times for bids are strictly enforced.
18. The highest, or any bid, may not be accepted. Processing bids and the subsequent awarding of the contract will take approximately one week.
19. **The bidder understands and agrees that the attached GRAZING TENDER BID FORM, GENERAL CONDITIONS and SPECIAL PROVISIONS, if any, form a part of the agreement.**



Important Details

- Use of the property for grazing is at the cattle owner’s own risk. DUC bears no responsibility for any loss or damages to livestock, equipment, personal property, etc.
- Any and all damages caused by escaped livestock will be covered by the cattle owner, not DUC.
- These DUC properties are open to public foot access, including when cattle are present. This includes the public using these properties for hunting. The cattle owner may not block access or harass recreational users of these properties.

SKETCH PLAN

