

Haying Opportunities from Ducks Unlimited Canada 2017

Special Provisions

What you need to know

Please be aware of the following special provisions:

1. **Prior to entering the property, the Contractor must provide payment in full to Ducks Unlimited Canada (DUC) in the form of a cheque made payable to "Ducks Unlimited Canada" in accordance with the SCHEDULE OF PRICES on the SMALL JOB UNIT PRICE CONTRACT.**
2. The Contractor may enter the property any time on or after the beginning date described on the SMALL JOB UNIT PRICE CONTRACT to begin haying operations.
3. The Contractor is not necessarily limited to cutting within the perimeter of the seeded acres but may cut outside of this area BUT at their own risk. These areas may contain unforeseen obstacles (i.e., rock piles, old equipment, fence materials, etc.)
4. The Contractor may also cut any wetland contained within the perimeter of the property.
5. All bales must be removed from the property by the completion date described on the SMALL JOB UNIT PRICE CONTRACT. Any bales remaining on the property following the completion date shall become the property of DUC and will be disposed of at our discretion. The DUC representative must approve any deviation from the removal date.
6. The Contractor 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.
7. The Contractor 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.
8. The Contractor 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.
9. The Contractor hereby releases DUC and its officers, employees and agents from any actions, claims, accounts, demands or injuries that the Contractor 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.
10. DUC does not guarantee the 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 to the standing hay crop. If pesticide is required it must be approved by the DUC representative.



Ducks Unlimited Canada

Initial

Date