



### Hay Sales Agreement - PER TONNE payment

This bid must be submitted before Noon April 28<sup>th</sup>, 2017 to the DU representative:

ATTENTION: *Lyle Hauser*  
Ducks Unlimited Canada  
P.O. Box 3232  
Wainwright, Ab.  
T9W 1T2

Phone: Cell 780-806-9055

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

I, \_\_\_\_\_, of  
(Name, Please print)

\_\_\_\_\_  
(Mailing address)

\_\_\_\_\_  
(Town and Postal Code)

\_\_\_\_\_  
(Phone number with area code)

Hereby submit an OFFER to pay DUC on a price per Tonne basis for hay taken from the DUC Property located at: Qtr -- Sec -- Twp -- Rge -- Mer

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

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

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Date

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

**Accepted:**

\_\_\_\_\_  
Ducks Unlimited Canada

\_\_\_\_\_  
Date

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

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



## General Conditions – Haying PER TONNE payment method

1. Only proper Ducks Unlimited Canada (DUC) Haying Sales Per TONNE forms will be accepted in this tender and the specified closing times for bids are strictly enforced.
2. The highest, or any bid, may not be accepted. Processing and awarding of the bid will take approximately one week.
3. The bidder is responsible for viewing the land prior to bidding; foot access only is permitted when viewing the property.
4. The bidder is responsible for all field activities in regard to cutting, handling and removal of the crop.
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. 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.
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 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.
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.



Ducks Unlimited Canada

## Special Provisions – Haying Per Tonne

1. **Earliest Start Date:** Cutting may start on or after this start date: July 15, 2017
2. **Latest Removal Date:** All hay must be removed from the property by the following removal date: October 15, 2017
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 \_\_\_\_\_. 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. The agreement is for haying only and gives no other rights or privileges on DUC lands to the agreement holder.
6. The agreement cannot be sold, assigned, sub-leased or transferred without the prior written consent of DUC.
7. The agreement is for the indicated term only with no guarantee of renewal.
8. Breach of conditions may result in a \$500 penalty with the potential to be excluded from future tenders.

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Bidder Signature