



Ducks Unlimited Canada

DUC Contract Number 1613.2020

### Grazing Management Agreement - Lump Sum Payment

This bid must be submitted before 12 AM - April 5, 2020 to the DU representative:

ATTENTION: JOHN DONALD  
Ducks Unlimited Canada  
17504 111 Avenue NW,  
Edmonton, AB  
T5S 0A2  
Fax: 780-489-1856  
Email: J\_donald@ducks.ca  
Phone: (780) 930-1240

(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 make one up-front lump sum payment for grazing rights on the Ferleyko located at: NW/NE -- 34 -- 52 -- 16 -- W4

The amount of my BID is \$ \_\_\_\_\_

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.

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

\_\_\_\_\_  
Date

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

**Accepted:**

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

\_\_\_\_\_  
Date

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

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



## General Conditions – Grazing

1. Only proper Ducks Unlimited Canada (DUC) Grazing Management Agreement 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 bids and the subsequent awarding of the contract 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 contractor is responsible for fence maintenance and water supply if such supply does not exist on the property.
5. Any acreage numbers listed or shown in this tender process are approximate.
6. Schedules: Grazing must not start before the Earliest Start Date specified in the Special Provisions 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 will seek damages and will pursue legal action as necessary to have the cattle removed.
7. 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.
8. Before placing any livestock on the property the bidder must provide full payment of the bid amount to DUC. 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".
9. 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.
10. 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).
11. 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.
13. 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 pesticide, at his/her cost, the DUC representative must approve the application.



### Special Provisions – 3 Year Grazing Agreement

1. **Earliest Start Date: on or after July 15 each year**
2. **Latest Removal Date: on or before October 31 each year**
3. DUC permits an annual grazing term of 109 days for each year at Min: 4815 to Max: 4905 AUD, following the proposed stocking regime schedule noted within Table 1 (below).
4. The bidder proposes to import Animal Stocking Quantities noted within Table 1.

(please enter the Stocking Quantities proposed within Table 1, below).

Class of Animal ( Bovinae)	Animal Unit Equivalentents	Animal Stocking Quantities		
		2020	2021	2021
Heifer (springer)	0.9			
Cow - Calf pair, standard	1			
Large Cow (Beef Cow) > 1700 lbs	1.35			
Bull	1.5			
Other:_____				
Class of Animal ( Equidae)	Animal Unit Equivalentents	Animal Loading Quantities		
		2020	2021	2021
Colt, Filly	0.9			
Jenny - Foal pair, standard	1			
Jack, Mare, Stallion, Gelding	1.5			
Other:_____				

Table 1 above provides the Animal Unit Equivalentents (AUE) for this specific Tender (DUC Project). DUC requires stocking quantities using Min: 3815 to Max: 4905 AUD.

If the bidder desires to specify an alternative AUE please cross out the existing value and place the alternative value.

5. **The amount of my BID is \$ \_\_\_\_\_ per day / per AUE**

**Example:**

Annual stocking for 109days - 30 Cow/calf pair – 2 Bull – 7 Jenny/Foal pair – 2 Mare.

**Calculation:**

((30 multiplied by 1 AUE) + (2 multiplied by 1.5 AUE) + (7 multiplied by 1 AUE) + (2 multiplied by 1.5 AUD)) Multiplied by 109 days = 4687 animal unit days X Bid Amount.

6. Each calendar year, the lessee must contact DUC before entering the land to confirm the 'Class of Animal' as well as 'Animal Stocking Quantities' that will be pastured. Furthermore, the date the animals will be entering and removed from the leased land.
7. Sketch plan: attached for review.



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8. **Payments due NO LATER than 30 calendar days** (Net 30) from the livestock removal date. Successive years' payments due on the anniversary date of this agreement.
9. The agreement is for grazing only and gives no other rights or privileges on DUC lands to the agreement holder.
10. The agreement cannot be sold, assigned, sub-leased or transferred without the prior written consent of DUC.
11. The agreement is for the indicated term only with no guarantee of renewal.
12. Damages billed to the successful bidder if stocking rate exceeded or removal date extended without the prior consent of DUC will be double the bid amount agreed to in bulletin 5 above and the potential to be excluded from future DUC tenders.
13. 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.

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Bidder Signature



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## NW34-52-16-W4 and NE34-52-16-W4 Ferleyko 2 Grazing Tender



### Legend

Fence

Dugout

3815 to 4905 Animal Unit Days

Total Acres - 127.00

<p style="font-size: small; margin: 0;">Ducks Unlimited Canada Conserving Canada's Wetlands</p> <p style="font-weight: bold; margin: 0;">GIS SKETCH PLAN</p>	<b>Grazing Date:</b>	2020-02-10	JBA
	<b>July 15 to October 31</b>	THIS SKETCH PLAN HAS BEEN CREATED FROM SATELLITE IMAGE INTERPRETATION	
	<b>Photo Information:</b>	Scale: 1:10,000	
	Tarin/Valtus Imagery		