



Ducks Unlimited Canada

DUC Contract Number RD2020-011

Grazing Management Agreement - Lump Sum Payment

This bid must be submitted before 12 noon March 17, 2020 to the DU representative:

ATTENTION: *Andrew Thacker*
Ducks Unlimited Canada
#1, 5550 - 45 Street
Red Deer, Alberta
T4N 1L1

Email a_thacker@ducks.ca
Phone: Cell (403) 352-9395

(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 Kinvig located at: Sec -- 8 -- 35 -- 22 -- 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 grazing on this property.

Bidder Signature

Date

Print Name

Accepted:

Ducks Unlimited Canada

Date

Print Name

DUC 2nd signature



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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.



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Special Provisions –Grazing

1. **Earliest Start Date:** on or after July 31 each year
2. **Latest Removal Date :** on or before September 30 each year
3. Grazing will occur over 2 years on the following schedule:

| Ducks Unlimited Canada Project (LLD) | Grazing Year | Cow/calf days /Year |
|--------------------------------------|--------------|---------------------|
| Kinvig (Sec 8-35-22 W4M) | 2020 | 3000 |
| Kinvig (Sec 8-35-22 W4M) | 2021 | 3000 |

4. Sketch plan: see attached
5. Bid for 3000 cow/calf days per year @ \$_____ per cow/calf day = \$_____. A cow/calf pair day is defined as one day of pasture for a 1300 lb. cow with a sucking calf.
6. The successful bidder will place ____ cow-calf pairs, ___bulls, _____ heifers, _____ steers for ___ days. The lessee must contact DUC before entering the land to confirm the number and size of animals that will be pastured and also the date the animals will be entering and removed from the land.
7. The agreement is for grazing only and gives no other rights or privileges on DUC lands to the agreement holder.
8. The agreement cannot be sold, assigned, sub-leased or transferred without the prior written consent of DUC.
9. The agreement is for the indicated term only with no guarantee of renewal.
10. 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 clause 4 (2 x \$1.50 per cow/calf day) and the potential to be excluded from future DUC tenders.
11. 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.

Bidder Signature



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