



DUC Contract # \_\_\_\_\_

## Hay Sales Agreement

This bid must be submitted before 12:00 Noon on July 12<sup>th</sup>, 2019 to the appropriate Ducks Unlimited Canada land manager as listed in the table below:

DUC LAND MANAGER	Address	RM	PHONE	EMAIL	FAX
<b>Bob Neufeld</b>	PO Box 605 Stoughton, SK S0G 4T0	31, 61, 92, 94	(306) 457-7338	b_neufeld@ducks.ca	N/A
<b>Kevin Rozdeba</b>	PO Box 1299 Yorkton, SK S3N 2X3	211, 243, 271, 273, 274	(306) 782-0177	k_rozdeba@ducks.ca	(306) 786-2108
<b>Nolan Johnson</b>	PO Box 1299 Yorkton, SK S3N 2X3	213, 214, 241, 303	(306) 782-0139	n_johnson@ducks.ca	(306) 786-2108
<b>Lyse Boisvert</b>	PO Box 1299 Yorkton, SK S3N 2X3	215, 244, 245	(306) 782-0207	l_boisvert@ducks.ca	(306) 786-2108
<b>Brad Bergen</b>	300-3530 Millar Ave. Saskatoon, SK S7P 0B6	282, 312, 313, 342	(306) 665-7156	b_bergen@ducks.ca	(306) 931-4108
<b>Aiden Bateman</b>	PO Box 670 Wadena, SK S0A 4J0	276, 304, 305, 335, 336	(306) 314-1427	a_bateman@ducks.ca	(306) 338-2199
<b>Ashley Kowalchuk</b>	202-1301 101 <sup>st</sup> North Battleford S9A 0Z9	349	(306) 317-3765	a_kowalchuk@ducks.ca	(306) 445-4016
<b>Gerry Letain</b>	PO Box 670 Wadena, SK S0A 4J0	337, 367, 368, 429, 430, 459, 460, 461	(306) 921-7383	g_letain@ducks.ca	(306) 338-2199
<b>Dave Atamanchuk</b>	PO Box 3846 Humboldt, SK S0K 2A0	370	(306) 682-1650	d_atamanchuk@ducks.ca	(306) 682-1652

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone number: ( \_\_\_\_\_ ) \_\_\_\_\_

Hereby submits an OFFER to pay DUC a total of \$ \_\_\_\_\_ for the hay crop located

on: Qtr \_\_\_\_\_ Sec \_\_\_\_\_ Twp \_\_\_\_\_ Rge \_\_\_\_\_ Mer \_\_\_\_\_

**I understand and agree that the attached GENERAL CONDITIONS and SPECIAL PROVISIONS form a part of this agreement.**

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

\_\_\_\_\_  
Date

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

**Accepted:**

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

\_\_\_\_\_  
Date

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

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

## General Conditions

1. 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 day.
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, baling 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 in the "Special Provisions" 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 extension of the removal date.
6. **The bidder must provide payment in full to DUC prior to cutting.** All payments are to be given to DUC through 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".
7. 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.
8. DUC is not responsible for damage to equipment.
9. 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).
10. The bidder shall comply with all 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.
11. 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.

## Special Provisions

1. **Earliest Start Date:** Cutting may start on or after this start date: July 15, 2019
2. **Latest Removal Date:** All hay must be removed from the property by the following removal date: October 15, 2019
3. The bidder will leave a minimum of 4 inches of stubble on property.
4. Only one cut of hay is allowed.
5. 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.
6. The agreement is for haying only and gives no other rights or privileges on DUC lands to the agreement holder.
7. The agreement cannot be sold, assigned, sub-leased or transferred without the prior written consent of DUC.
8. The agreement is for the indicated term only.
9. Breach of conditions may result in the bidder not being considered for future tenders.

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

Project#: \_\_\_\_\_