



DUC Contract # _____
*Internal Use Only

Hay Sales Agreement

This bid must be submitted before 12:00 Noon on July 12th, 2019 to the Ducks Unlimited Canada office listed on the posting OR you can also send it to the following:

ATTENTION: Brad Bergen
Ducks Unlimited Canada
e-mail: r_neufeld@ducks.ca
Fax: 1-306-931-4108
Phone: 1-306-665-7156

(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 2nd 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#: _____

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