

1-YEAR HAYING RIGHTS TENDER APPLICATION

This bid must be submitted to the ACA representative listed below, before July 1, 2022, at 12 noon.



ATTENTION: Erin VanderMarel
Alberta Conservation Association
Phone: (403) 846-6898
Email: erin.vandermarel@ab-conservation.com

Please mark HAYING TENDER and SCHEERSCHMIDT on subject line

I, _____
(Name, Please print)

Of _____
(Mailing Address)

(Town & Postal Code)

(Phone number with area code)

(email)

Hereby submit an OFFER to pay ACA on a price per acre basis for hay taken from the Scheerschmidt Conservation Site located at: NW and Pt. SW 14-38-19-W4M.

Please note: ACA manages these lands as Wildlife Habitat.

The amount of my BID is:

Fields A & B: \$ _____ PER ACRE for 27 ACRES = \$ _____
Field C: \$ _____ PER ACRE for 80 ACRES = \$ _____
Field D: \$ _____ PER ACRE for 18.5 ACRES = \$ _____
Field E: \$ _____ PER ACRE for 7.5 ACRES = \$ _____
TOTAL = \$ _____

I understand and agree that a signature on the attached Haying Licence Agreement is required to hay these properties. I understand that if I am the successful bidder, that my bid is not confidential.

(Bidder Signature)

Date

Accepted:

(ACA Signature)

Date

Conserving Alberta's Wild Side

HAYING LICENCE AGREEMENT

BETWEEN:

ALBERTA CONSERVATION ASSOCIATION
of 101-9 Chippewa Road, Sherwood Park, Alberta, T8A 6J7
("ACA")



- and -

<NAME>
of
<ADDRESS>
(the "Licensee")

WHEREAS ACA (and its partners) is (are) the owner (s) (the "Landowner") of the designated areas described in Schedule "A" of this Agreement (the "Property");

AND WHEREAS the Licensee desires to enter onto the Property for haying purposes and ACA has agreed to allow the Licensee to enter onto the Property for haying purposes;

NOW THEREFORE in consideration of the sum indicated in Section 1 hereof (the "Consideration") paid by the Licensee to ACA the parties hereto agree as follows:

1. The Licensee shall pay the following Consideration, by cheque or credit card (plus applicable service fees), on or before **July 15, 2022**, to Alberta Conservation Association, 101 – 9 Chippewa Road, Sherwood Park, AB, T8A 6J7, **Attention: Erin VanderMarel**, for the privilege of haying on the Property during the Term specified below:

Fields A & B: \$ _____ PER ACRE for _ 27 _ ACRES = \$ _____

Field C: \$ _____ PER ACRE for _ 80 _ ACRES = \$ _____

Field D: \$ _____ PER ACRE for _ 18.5 _ ACRES = \$ _____

Field E: \$ _____ PER ACRE for _ 7.5 _ ACRES = \$ _____

Total = \$ _____

ACA may inspect the area hayed for use in the above calculation as a multiplier for the calculation of total number of acres hayed.

2. The term of this licence will be from **July 15, 2022** to **August 15, 2022** (the "Term").

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3. ACA grants to the Licensee the right to enter onto the Property for the duration of the Term for the sole purpose of haying on the Property. Any and all costs associated with the Licensee haying on the Property are solely the responsibility of the Licensee. The Licensee agrees that it will accept any and all hay it obtains under this Agreement “as is, where is” and that it will notify ACA when it has baled the hay it intends to purchase under this Agreement.

4. The Licensee will comply with all applicable statutes and regulations in force in the Province of Alberta pertaining to the Licensee’s activities on the Property, will repair all fences and other improvements on the Property damaged by the Licensee, will not disturb or change any natural features of the Property, including the natural course of any waterways on the Property, will not cut down trees growing on the Property, will not transport any invasive plant species onto the Property, and will stay within the boundaries of the Property at all times. In addition, the Licensee will not access the property under conditions (e.g. soft ground) that might result in damage to the property.

5. The Licensee shall ensure that any and all equipment brought onto the Property is clean, to ACA’s satisfaction in the exercise of its sole discretion. The Licensee may be denied access to the Property by ACA in the event that any equipment that the Licensee purports to bring onto the Property is not sufficiently clean to ACA’s satisfaction in the exercise of its sole discretion.

6. Any of the Licensee’s work on the Property will at no time hinder ACA’s work or projects on the Property or on adjacent properties and ACA shall be the sole determiner as to whether its work or projects will be hindered by the Licensee. If hindered then ACA may require the Licensee to alter his practices or his work so that ACA’s projects or work are not hindered. It is acknowledged by the Licensee that ACA will continue to carry out its work and projects on the Property during the term of this Licence and this Licence does not in any way restrict ACA or its agents and employees from access to the Property and carrying out its work and projects on the Property.

7. This Licence is not a lease and the Licensee has no rights to the Property other than as provided in this Licence and the granting of this Licence does not give the Licensee any legal or beneficial interest in the Property.

8. The Licensee hereby accepts full responsibility and all risks on behalf of itself and any employees, agents, contractors or family members (hereinafter collectively referred to as the “Licensee’s Agents”) as a result of any and all activities on the Property carried out by the Licensee or the Licensee’s Agents including, without limitation, any loss or damage whatsoever that may be caused to the Licensee’s equipment and property brought onto the Property or allowed to be brought onto the Property by the Licensee or the Licensee’s Agents. The Licensee does hereby remise and release ACA and its successors, assigns, employees, agents and contractors of and from all actions, suits, debts, dues, claims, damages, demands and costs as a result of any and all activities on the Property carried out by the Licensee or the Licensee’s Agents. The Licensee will pay to ACA compensation for all damage done to the projects of ACA, fences, timber and any livestock occurring as a result of the Licensee’s or the Licensee’s Agents operations on or use of the Property. The Licensee does hereby indemnify and save harmless ACA from and against all actions, claims, accounts, demands, damages or injuries which ACA may suffer or be held responsible for, with respect to the Property or any adjacent property, which are caused by or the

result of the Licensee's or the Licensee's Agents' operations on or use of the Property. The Licensee shall only use the Property for haying and for no other purpose whatsoever unless previously agreed to in writing by ACA.

9. If there is any default of the covenants or obligations of the Licensee under this Licence, then ACA may at its option, with notice to the Licensee, immediately terminate this Licence and prevent the Licensee from further access to the Property and keep any payments made by the Licensee to ACA as liquidated damages and not as a penalty.

10. The indemnities and obligations of the Licensee set out in Section 8 hereof do not end with any termination of this Licence.

11. Any notice or other written communication required to be made or given by any of the parties to the other shall be made in writing and are sufficiently given by personal or courier delivery to the party by prepaid registered mail, or electronic mail, at the following addresses:

If to ACA at:

Attention: Erin VanderMarel
Alberta Conservation Association
P.O. Box 144
Cochrane
AB T4C 1A4
Phone No.:(403) 846-6898
E-mail: erin.vandermarel@ab-conservation.com

If to the Licensee at:

Name: _____

Address: _____

Phone No.: _____

Facsimile No.: _____

E-mail: _____

Such notice shall be conclusively deemed to have been received by the respective party at the date the same is so delivered or, in the event that it is mailed, at the expiration of five (5) days after mailing, or if by facsimile transmission or electronic mail, on the completion of the transmission from the sender. Any party may at any time change its address hereunder by giving notice of such change of address to the other party in the manner specified in this Section.

12. The covenants and agreements contained in this Licence are binding upon the parties' respective heirs, administrators, executors and successors. This Licence may not be assigned or transferred by the Licensee without the express written consent of the other party.

13. The Licensee will remove any and all chattels (including hay bales) owned by the Licensee or for which the Licensee is responsible (the chattels collectively referred to as the "Chattels") from the Property prior to **August 31, 2022**. If the Chattels are not removed on or before **August 31, 2022**, then they are deemed by the Licensee to be abandoned and ACA may dispose of, sell, auction off, keep, store or do anything else with the Chattels as ACA in its sole discretion deems necessary to remove them from the Property. The Licensee agrees that it has no recourse of any kind including, without limitation, any claim for conversion, and further agrees that ACA has no obligation whatsoever to account to the Licensee with respect to any proceeds or otherwise. The Licensee and ACA hereby agree that any proceeds derived from the Chattels are deemed to be reasonable compensation for the costs and expenses of ACA in removing the Chattels from the Property.

14. The Licensee shall place on the Property and its equipment all perils and legal liability insurance in an amount not less than one million (\$1,000,000.00) dollars. Upon the request of ACA, the Licensee will provide evidence, satisfactory to ACA, that such insurance is in place.

15. The Licensee shall not allow or permit any cattle or other animals to graze the Property.

16. This Agreement constitutes and contains the entire agreement between the parties relating to the matters described herein and supersedes and cancels any and all previous agreements between all or any of the parties relative hereto. There are no representations, promises or warranties, expressed, implied or statutory between the parties other than is expressly set forth in this Licence. Any extension of the Term shall be made only by written agreement between the parties hereto with an amended fee. All other terms and conditions of this Licence shall apply to any extension of the Term unless expressly negated or amended by the parties in writing.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the ____ day of _____, 20__.

ALBERTA CONSERVATION ASSOCIATION

<LICENSEE NAME>

Per: _____ c/s

Schedule "A" to the Haying Licence Agreement

Note: This property is managed primarily for the benefit of conservation and decisions on where haying can occur will reflect this management regime.

Legal Land Description of the quarter(s) to be hayed: NW14-038-19-W4M & Pt. SW14-038-19-W4M.

