

1-YEAR HAYING RIGHTS TENDER APPLICATION

This bid must be submitted to the ACA representative listed below, before June 30, 2026, at 12 noon. Winning bids will be notified on July 6, 2026.



ATTENTION: **Lenore Seward**
 Alberta Conservation Association
 Phone: (780) 219-0428
 Email: lenore.seward@ab-conservation.com

**Please mark HAYING TENDER and BIRCH HILLS UPLANDS
on the envelope or 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 Birch Hills Uplands Conservation Site: SW-27 and SE-28-077-01-W6M. Please note: ACA manages these lands as Wildlife Habitat.

The amount of my BID is \$ _____ PER ACRE x 127 ACRES = \$ _____

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

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HAYING LICENCE AGREEMENT
(the “Licence”)



BETWEEN:

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

- and -

NAME
Operating as: **BUSINESS NAME**
of **ADDRESS**
(the “Licensee”)

WHEREAS ACA manages on behalf of the Government of Alberta, the designated areas described in Schedule “A” of this Licence (the “**Property**”);

AND WHEREAS the Licensee desires to enter onto the designated areas of the Property described and outlined in Schedule “A” to this Licence (the “**Licence Area**”) for haying purposes and ACA has agreed to allow the Licensee to enter onto the Licence Area for haying purposes, only;

NOW THEREFORE in consideration of the sum indicated in Section 2 hereof paid by the Licensee to ACA the parties hereto agree as follows:

1. ACA grants to the Licensee the right to enter onto the Licence Area for the duration of the Term for the sole purpose of haying on the Licence Area, subject to the following conditions and responsibilities:

- (a) Any and all costs associated with the Licensee haying on the Licence Area are solely the responsibility of the Licensee;
- (b) Haying may commence no earlier than July 15 of each calendar year of the Term starting on the Haying Commencement Date, and all hay bales must be off the Licence Area by September 15 of each calendar year of the Term (each a “**Haying Period**”), until expiration of this Licence on September 15, 2026 (the “**Haying Expiry Date**”). Any deviations from these time frames must be approved, in writing, by ACA, in its sole, absolute, and unfettered discretion;

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- (c) ACA does not guarantee the Licence Area or the Property to be free of noxious weeds.

2. The “**Term**” of this Licence will be from **Jul-5-2026** to **Sept-15-2026**. Haying may commence no earlier than **July 15** of each calendar year of the Term and all hay bales must be removed from the Licence Area by **September 15** of each calendar year of the Term (Haying Period). On the expiry or earlier termination of the Term, the Licensee must yield up vacant possession of the Licence Area.

3. The Licensee shall pay the following amount(s) (the “**Haying Fee**”), by cheque or credit card (plus applicable service fees), on or before **July 15** of **2026**, to Alberta Conservation Association, 101 – 9 Chippewa Road, Sherwood Park, AB, T8A 6J7, Attention: **Lenore Seward**, for the privilege of haying the Licence Area on the Property during the Term specified above:

2026 Haying Period: \$ _____ per acre x **127** acres = \$ _____.

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

The Licensee agrees and acknowledges that the haying record chart set out in Schedule “B” shall be promptly completed by the Licensee at end of each Haying Period and at end of the Term, and provided to ACA.

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 Licence Area, will repair all fences and other improvements on the Licence Area or Property damaged by the Licensee, will not disturb or change any natural features of the Licence Area or Property, including the natural course of any waterways on the Licence Area or Property, will not cut down trees growing on the Licence Area or Property, will not transport any invasive plant species onto the Licence Area or Property, and will stay within the boundaries of the Licence Area at all times.

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

6. The Licensee’s activity on the Licence Area 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 their activity 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 Licence Area 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 Licence Area or 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 Licence Area or 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 Licence Area or allowed to be brought onto the Licence Area 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 Licence Area or 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 Licence Area or 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 Licence Area, 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 Licence Area. The Licensee shall only use the Licence Area 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: Lenore Seward
Alberta Conservation Association
9001 – 94 Street, Peace River, AB. T8S 1G9
Phone No.: 780-219-0428
Email: lenore.seward@ab-conservation.com

If to the Licensee at:

Name:

Address:

Phone No.:

Email:

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 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 (tractor, rakes, baler, etc.) owned by the Licensee or for which the Licensee is responsible (the chattels collectively referred to as the "**Chattels**") from the Licence Area prior to the Haying Expiry Date. If the Chattels are not removed on or before the Haying Expiry Date then they are deemed to be abandoned by the Licensee 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 Licence Area. 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 Licence Area.

14. The Licensee shall place on the Licence Area and its equipment all perils and legal liability insurance in an amount not less than two million (\$2,000,000.00) 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 executed this Haying Licence Agreement, each by its duly authorized representative, on the respective dates shown below.

LICENSEE

**ALBERTA CONSERVATION
ASSOCIATION**

Signature

Signature

Name

Mandy Couve / Land Management Program Manager
Name/Position

Date

Date

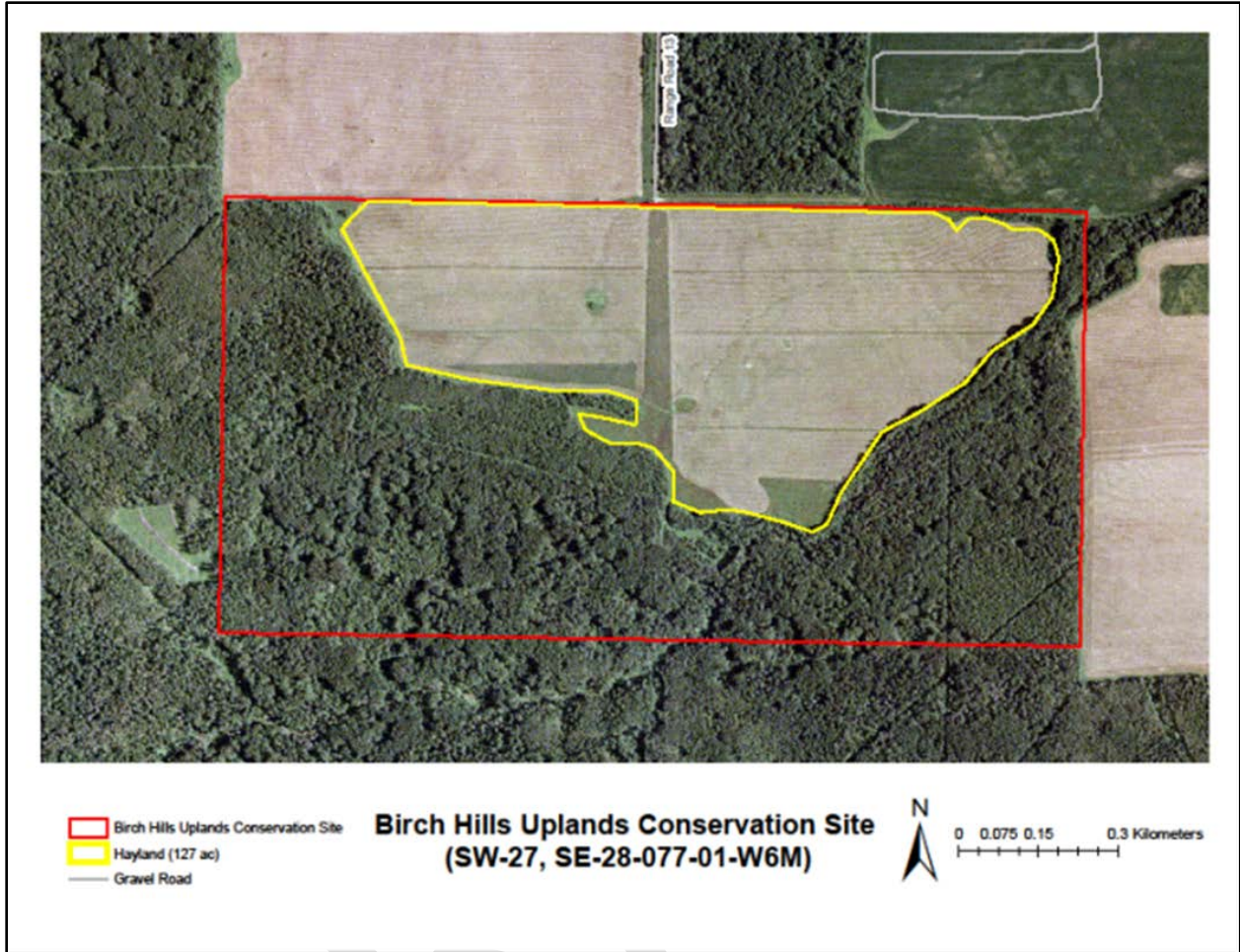
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Schedule “A” to the Haying Licence Agreement

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

1. ACA cannot guarantee the condition or quality of the hay lands. If either party considers the quality of hay or Licence Area to be deteriorating below acceptable level, the applicable Haying Period may be shortened or the Haying Agreement terminated. In such cases the payment, or portion thereof, made to ACA may be refunded to the Licensee.
2. If the quality of hay and Licence Area is deemed acceptable by either party, there will be no refund for hay not cut and baled.
3. The Licensee and its equipment must remain at all times within the Licence Area of the Property.
4. The Licensee will ensure all equipment brought onto the property is clean and in good working condition.
5. To avoid rutting, do not cut hay or collect hay during wet conditions.
6. Any planted trees cut, will be replaced by the Licensee.
7. ACA will not be held responsible for the death, illness, injury or theft of livestock due to condition or quality of the hay.
8. The Licence can be terminated within 7 days notice and equipment and bales (if applicable) removed within 7 days of termination if any of the conditions of the Licence have been breached.
9. The legal land description of the quarter(s) to be hayed is **SW-27-077-01-W6M and SE-28-077-01-W6M**
10. The Licence Area of the Property is outlined in the map below:



Haying License Area outlined in yellow on Birch Hills Uplands Conservation Site

Schedule B to the Haying Licence Agreement –

Questionnaire to be completed at the end of the Term by the Licensee and returned to ACA contact.

Conservation Site Name:	Birch Hills
Legal Description of quarters hayed as part of Haying Licence Agreement:	SW-27 & SE-28-077-01-W6M
Licensee Name:	
Hay cutting start date (dd-mmm-yyyy):	
Area of hayfield cut (acres):	
Hay baling date (dd-mmm-yyyy):	
Number of bales:	
Average bale weight (tonnes*/bale):	
Hay bale removal date (dd-mmm-yyyy):	
Please add comments to help ACA manage the hayland for wildlife while continuing to provide value to a producer:	
Quality of hay (forage species composition, adequate value for cost and effort):	
Condition of hayfield (description and location of ruts, wet spots, thin areas, forage species depletion, evidence of erosion):	
Weeds present in the hay crop (weed name and location):	
Pests that affected hay quality or yield (e.g., grasshoppers):	
Weather conditions this season that affected hay quality, yield or harvest (e.g., wet, drought, hail, cold):	

*Canadian Metric Tonne = 1,000 kg = 2,204 lb
Not U.S. Imperial Ton = 907 kg = 2,000 lb