



HAYING PERMIT

THIS HAYING PERMIT made the ____ day of _____, A.D. 20_____

BETWEEN:

The County of Newell
Box 130 Brooks, AB T1R 1B2

(hereinafter called "the Owner")

and

[PERSON/COMPANY]
(hereinafter called "the Permittee")

(Collectively the "Parties")

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the fees/rents, covenants and agreements hereinafter reserved and contained and on the part of the Permittee to be paid, kept, observed and performed, for the Term specified herein, the Owner hereby permits the Permittee to use the lands set forth in **Schedule "A"** (the "Lands") for the purposes of Haying:

FEE/RENT

1. For the Term of this Haying Permit, the Permittee shall pay to the Owner a fee/rent equal to **[AMOUNT]** per year, payable in full on the first day of each year (the "Rent"). For greater clarity, the first payment of Rent is to be made on **[DATE]**.

INTEREST AND LATE CHARGES

2. If any payment of Rent is not received by the Owner by the tenth (10th) calendar day after the date when due, the Permittee shall pay the Owner a late charge in accordance with the County's Schedule of Fees Bylaw. Acceptance of any late charge shall not constitute a waiver of the Permittee's default with respect to such nonpayment by the Permittee nor prevent the Owner from exercising any other rights or remedies available to the Owner under this Haying Permit, at law or in equity.

TERM

3. The fixed term of this Haying Permit will commence on or about [DATE] and will automatically expire on [DATE] (the "Term"). If mutually agreed to between the Parties in writing, the Term of this Grazing Permit may be extended for a period of time that is also mutually agreed to in writing by the Parties, provided that (i) each individual extension shall not exceed five (5) years and (ii) that the initial term of this Permit and all extensions shall not cumulatively exceed ten (10) years. If the Term is extended pursuant to this paragraph, it is expressly implied that, except for fees/rents payable by the Permittee, which are subject to increase as determined solely by the Owner and as agreed to by the Permittee, all other clauses of this Haying Permit remain the same unless mutually agreed to in writing between the Parties.

PERMITTEE'S COVENANTS

4. The Permittee covenants with the Owner as follows:

Performance of Covenants

- a. That the Permittee will at all times during the subsistence of the Term, perform, observe and comply with all the provisions, obligations and requirements which the Permittee is required to perform, observe and comply with under this Haying Permit and any applicable statutes and regulations;

Payment of Fees/Rents

- b. To punctually pay the fees/rents hereby reserved as the same fall due;

Extent of Haying

- a. To use, maintain and hay the Lands in a good and husband like manner in accordance with the best practices of the agricultural industry where the Lands are located, and not to over use any portion of the Lands or impoverish or waste the same;
- b. To utilize the Lands in accordance with any established best management and conservation practices;
- c. To manage the Lands in accordance with any management plan or other written direction by the Owner;



- d. That the Permittee shall not commit, suffer or allow any waste, loss or damage to the Lands or any action that defaces, damages or harms the Lands;

Fences

- a. To not remove or damage any of the existing fencing on or around the property;
- b. The Permittee shall indemnify and save harmless the Owner from and against any and all liabilities, claims, actions, losses, damages, penalties, demands, fines, expenses and costs (including solicitor/client costs on a full indemnity basis) whatsoever which the Owner may be put to or suffer as a result of any Permittee's acts or omissions concerning the fences around and upon the Lands, including Permittee's negligence with respect to needed maintenance, repairs, or replacements. The indemnification by the Permittee will survive the termination of this Haying Permit;

Trees/Brush

- c. Not to cut down any trees or brush upon the Lands. Regarding this matter, if it is acknowledged by the Owner in writing that there is a beaver population on the Lands, the Permittee is not responsible for controlling the beaver population and will not be held responsible for damages to trees or brush arising from the presence or activities of beavers;

Hunting and Other Activities

- d. To not hunt wild animals on the Lands and not to carry on any activities not directly related to haying on the Lands;
- e. That the Permittee must have the Owner's prior written approval, which approval may be withheld unreasonably and for any reason whatsoever, to conduct any activity not specifically authorized by this haying Permit including, but not limited to, erecting any structures or carrying out any improvements or modifications to the Lands;

Weed Control

- f. That the Permittee shall cut, keep down or destroy all such weeds as identified under the *Weed Control Act*.

Contamination

- g. To not allow any site contamination such as, but not limited to, chemicals, oil spills, hydrocarbons or any other waste materials, on the Lands or adjacent
- h. water bodies;

- c. To not permit or allow any hazardous or toxic substances to emanate, escape or flow from or on the Lands, and to carry on its operations in accordance with all applicable environmental statutes and regulations. The Permittee shall be liable for any hazardous or toxic substances emanating, escaping or flowing from or on the Lands as a result of the operations of the Permittee thereon. The Permittee agrees to indemnify and save harmless the Owner from and against any and all liabilities, claims, actions, losses, damages, penalties, demands, fines, expenses and costs (including solicitor/client costs on a full indemnity basis) whatsoever which the Owner may be put to or suffer as a result of any hazardous or toxic substances emanating, escaping or flowing from or on the Lands or from the violation of any environmental statutes or regulations. The indemnification by the Permittee will survive the termination of this Haying Permit;

Insurance

- d. To maintain, at its sole cost and expense, insurance during the Term against any liability of the Permittee to third parties arising from or in relation to the Permittee's use or occupancy of the Lands, in the amount of not less than \$2,000,000.00 per incident/claim. Such insurance shall name the Owner as an additional insured. Upon request, a certificate evidencing such insurance shall promptly be provided to the Owner;

General Liability

- e. The Permittee shall be liable to the Owner for any liabilities, claims, actions, losses, damages, penalties, demands, fines, expenses and costs (including solicitor/client costs on a full indemnity basis) whatsoever which the Owner may suffer, sustain, pay or incur as a result of any breach by the Permittee of this Haying Permit; and the Permittee agrees to indemnify and save harmless the Owner from and against all liabilities, claims, actions, losses, damages, demands, penalties, fines, expenses and costs (including solicitor/client costs on a full indemnity basis) whatsoever which the Owner and its respective directors, officers, servants, agents or employees may suffer, sustain, pay or incur as a result of any matter or thing arising out of, resulting from, attributable to or connected with this Haying Permit or the haying by the Permittee on the Lands;



Non-Assignment

- f. Not to assign or sublet this Haying Permit, or part with possession of the Lands (or any part thereof), without first obtaining the written consent of the Owner, which consent may be withheld unreasonably and for any reason whatsoever;

Recovery of Possession

- g. The Permittee shall, upon the expiration of the Term or the earlier termination of this Haying Permit, peacefully surrender the Lands to the Owner in substantially the same condition as it was received by the Permittee;

Owner Access

- h. The Permittee acknowledges that staff, agents or contractors of the Owner may require access to the Lands from time to time. Such access, and the permitted Owner activities outlined in paragraph 8, will be allowed at all times and, except as set out herein, will not require compensation or notice to the Permittee. Further, to ensure that access can be obtained, the Permittee shall not lock the gate to the Lands (or any portion thereof);

Taxes

- i. The Permittee shall promptly pay and discharge all rates, assessments and taxes owed by its use of the Lands. For greater certainty, but without reducing the generality of the foregoing, this Haying Permit is subject to assessment for property tax purposes, and the Permittee shall promptly pay and discharge the related property tax;

Reporting

- j. That when requested to do so by the Owner in writing, the Permittee will provide, in a form satisfactory to the Owner:
 - i. Accurate reports of yearly utilization on the Lands;
 - ii. Proof by declaration or otherwise that the Permittee has complied with the provisions of this Haying Permit; and
 - iii. A plan and statement showing the manner in which the Lands are being used; and



Additional Restrictions

- k. That the Permittee shall strictly comply with the additional provisions and restrictions set forth in **Schedule "B"**.

OWNER'S COVENANTS

5. The Owner covenants with the Permittee as follows:

Quiet Enjoyment

- a. Subject to the terms of this Haying Permit, and the permitted Owner activities outlined in paragraph 8, during the continuance of the Term, to provide the Permittee with quiet enjoyment of the Lands (of portion thereof) on which the Permittee is haying; and

OTHER TERMS AND CONDITONS

Termination

6. In the event of the Permittee's default in the performance or observance of any of the covenants on the part of the Permittee herein contained:
 - a. At the option of the Owner, all unpaid Rent for the remaining Term of this Haying Permit shall at once become due and payable;
 - b. The Owner may:
 - i. Perform such defaulted obligations on behalf of the Permittee, whereupon the Permittee shall reimburse the Owner for the costs incurred as Additional Rent within ten (10) days after demand;
 - ii. By written notice to the Permittee, immediately terminate this Haying Permit without reimbursement to the Permittee. In this scenario, the Permittee shall remain liable for the fees/rents for the remaining Term of the Haying Permit and any other liabilities incurred before and subsisting at the day when the said Haying Permit is declared to be terminated;
 - iii. Proceed under the laws of the Province of Alberta to re-enter and take possession of the Lands;



- iv. Distrain against any and all of the Permittee's property, goods and chattels on the Lands; and the Permittee, to the extent permitted by law, hereby waives any rights of exemption to distress that now or may hereafter exist; and
- v. Pursue any and all other remedies available at law or in equity, including injunctive/relief.

The exercise of any right or remedy by the Owner shall not preclude or prejudice the Owner's exercise of any other right or remedy.

7. In the event that the Owner determines that it is necessary to terminate this Haying Permit for any reason other than a breach by the Permittee, the Owner has the right to do so, provided that thirty (30) days written notice is given to the Permittee. In the event of such termination, the Owner will refund a prorated portion of the annual fee/rent.

Third Party Payments

8. Any payments arising from the following situations/permitted Owner activities belong and will be fully paid to the Owner:
 - a. Oil and gas activity on the Lands, including exploration, development and production;
 - b. Pipeline development on the Lands;
 - c. Seismic or survey activity on the Lands, including exploration;
 - d. Utility development on the Lands, including power or telephone line installations;
 - e. Access to the Lands by someone other than the Owner or the Permittee, including use or construction of roads and use of right of way; and
 - f. Expropriation of the Lands under the Laws of Alberta.

For greater certainty, but without reducing the generality of the foregoing, the above permitted Owner activities will be allowed at all times and, except as set out herein, will not require compensation or notice to the Permittee. To the extent that such permitted Owner Activities reduce the number of acres of the Lands available for haying, the Owner will proportionately adjust the Rent payable by the Permittee.



Non-Waiver

9. That no waiver on behalf of the Owner of any breach of any or either of the provisos, conditions, restrictions and stipulations herein contained, whether negative or positive in form, shall take effect or be binding upon it unless the same be expressed in writing under the appropriate authority, and any waiver so expressed shall not limit or affect the Owner's rights with respect to any other or future breach.

Condition of the Lands

10. The Permittee represents to the Owner that the Permittee has inspected the Lands prior to the execution and delivery of this Haying Permit and has found the same to be satisfactory for all purposes hereunder and **PERMITTEE ACCEPTS THEM IN THEIR "AS IS". "WHERE IS" CONDITION AND "WITH ALL FAULTS". PERMITTEE HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION, USE QUALITY, FITNESS OR ADEQUACY OF THE LANDS AND THE SUITABILITY OR QUALITY OF THE SOIL, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Fixtures and Equipment

11. The Permittee shall not have the right to place any fixtures, equipment, furnishings and other removable personal property on the Lands without the express written consent of the Owner, which consent may be withheld unreasonably and for any reason whatsoever.

No Recourse

12. Notwithstanding anything herein to the contrary, the Permittee agrees that any claim against the Owner shall be limited to the real property and improvements located within or on the Lands. Permittee hereby waives its rights to make any claim or demand against any other property or assets of the Owner unrelated to the Lands.

Severability

13. In any term or provision of this Haying Permit or the application thereof to any person or circumstance shall, to any extent, be invalid and/or unenforceable, the remainder of this Haying Permit, to the extent that it can be interpreted and applied in substantially the same manner or result as prior to the finding of invalidity or unenforceability or the application of such invalid or unenforceable term or provision to persons or circumstances other than those to which it is invalid and unenforceable, shall not be affected thereby, and such terms or provisions of this Haying Permit shall be valid and shall be enforced to the extent



permitted by law.

Headings

14. The headings of the several clauses contained herein are for convenience only and do not define, limit or construe the contents of such clauses.

Singular Includes Plural

15. When required by context, the singular shall include the plural and the neuter gender shall include a person, corporation, firm or association.

Entire Agreement

16. This Haying Permit is and shall be considered to be the only agreement or understanding between the Parties with respect to the subject matter hereof. All prior negotiations and oral agreements applicable to both Parties have been incorporated herein. It may not be amended or modified by any act or conduct of the Parties or by oral agreement, unless reduced to writing and executed by the Parties.

Choice of Law

17. This Haying Permit shall be governed by the laws of the Province of Alberta.

Authority

18. If the Permittee is a corporation or partnership, each individual executing this Haying Permit on behalf of the Permittee hereby warrants and represents that he is duly authorized to execute this Haying Permit on behalf of said corporation or partnership.

Time of Essence

19. Time is of the essence in the performance of each and every term, covenant and condition of this Haying Permit.

Relationship

20. Nothing herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent, employer and employee, master and servant, owner and contractor, partnership or of joint venture between the Parties.



Knowledge, Review and Interpretation

21. The Parties, and each of them, acknowledge, declare, and agree, that:

- a. They have consulted legal counsel about this Haying Permit, including the meaning and effect of waiving any legal rights, or have had the opportunity to do so and have voluntarily chosen not to do so;
- b. They have had adequate time and opportunity to review the terms of this Haying Permit and have carefully read it;
- c. They are sophisticated parties that have negotiated this Haying Permit at arm's length and, accordingly, expressly waive any rule of law or any legal decision that would require interpretation of any ambiguities in this Haying Permit against the Party that has drafted it; and
- d. They intend to be legally bound to the provisions of this Haying Permit, which shall be interpreted in a reasonable manner to effect the purposes of this Haying Permit and intent of the Parties as outlined herein.

Counterparts

22. This Haying Permit may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Haying Permit may be by actual, facsimile or electronic signature.

IN WITNESS WHEREOF the Parties have hereunto set their respective hands and seals the day and year first above written.

Owner

Witness as to Owner

Permittee

Witness as to Permittee



SCHEDULE "A"

The legal description of the Lands in question are:

[DESCRIPTION]



SCHEDULE "B"