



Delta Farmland & Wildlife Trust
 OFFICE USE ONLY
 Program Year: **2018**
 Agreement #: _____

DFWT Field Unit(s)

Regional Maps

***DELTA FARMLAND & WILDLIFE TRUST CONDITIONAL
 FIELD LASER LEVELLING STEWARDSHIP AGREEMENT***

DATE _____

BETWEEN THE COOPERATOR: _____
 AND

THE DELTA FARMLAND AND WILDLIFE TRUST, a non-profit, community based, charitable society, whose mission is to promote the preservation of farmland and associated wildlife habitat in the Fraser River delta through sustainable farming and land stewardship (referred hereinafter as "DF&WT").

WHEREAS: the Co-operator and DF&WT have agreed to cost-share land laser levelling in the Municipality of Delta, in the Province of British Columbia

1 THE COOPERATOR WILL:

- 1.1 perform generally accepted laser levelling operations for the field(s) described in Schedule A, in order to be eligible for the DF&WT Laser Levelling Program,
- 1.2 ensure that laser levelling of the field(s) described in Schedule A is **completed by October 31, 2018**,
- 1.3 notify DF&WT if the levelling operation cannot be performed by October 31, 2018,
- 1.4 if planning to do their own laser levelling, provide an estimate of the anticipated cost to level the field(s) described in Schedule A from a DF&WT approved laser levelling contractor at the Co-operator's expense,
- 1.5 provide a copy of the contractor's estimate/invoice to DF&WT before this cost share Agreement will be approved and signed by DF&WT,
- 1.6 agree that the estimate/invoice provided by the contractor will be the maximum amount which DF&WT will cost share with the Co-operator,
- 1.7 not use the DF&WT Laser Levelling Program to spread and/or level material foreign to the field(s) described in Schedule A,
- 1.8 not receive reimbursement for laser levelling performed on the field(s) described in Schedule A, from any other laser levelling program or agreement,
- 1.9 allow DF&WT to access levelled fields to verify laser levelling operations,
- 1.10 indemnify and save harmless DF&WT from and against any and all actions, suits, claims, demands, damages and losses, howsoever arising as a result of the DF&WT Laser Levelling program.

2 DELTA FARMLAND & WILDLIFE TRUST WILL:

- 2.1 upon field verification and receipt of the Co-operators proof of payment or estimate for laser levelling services on the field(s) described in Schedule A delivered to the DF&WT office by **November 2, 2018**, provide a cost share for laser levelling expenses using the following cost share structure and provisos:
 - up to a maximum of 50% of the actual or estimated cost of laser levelling for the field(s) described in Schedule A, to a maximum payment of \$125 per acre.
 - a maximum of 50 acres per Co-operator will be cost shared through the DF&WT Laser Levelling program
 - if applications to the Laser Levelling Program exceed funds available in any year, less than 50% cost share may be paid out. If this is the case, payment on all acreage in the program will be reduced by the same percentage.
- 2.2 make payment in late December 2018 for laser levelling work completed on the field(s) described in Schedule A.

SCHEDULE A

****It is the co-operator's responsibility to ensure that all paperwork including the third party estimate and/or the Contractors invoice is received at the DF&WT office by November 2rd, 2018****

The Co-operator is to provide all of the following information:

Field area to be laser levelled: _____ Location/address of field(s): _____

(Mark location of field(s) on the appropriate regional map available from the DF&WT office and attach)

Has the field been levelled before? Yes No If Yes, when? _____

Approximate date when laser levelling will occur: _____

Work to be done by professional laser levelling contractor other than yourself? Yes No

Name of contractor: _____

Telephone number of contractor: _____

Co-operator Name _____

Phone # _____

Company Name _____

Mailing Address _____

Fax # _____

Cell # _____

Co-operator's Signature

DF&WT Signature

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