



# Wild Boar at Large Bounty Program Administrator Agreement

is made between:

Her Majesty the Queen in right of Alberta as represented by the  
Minister of Agriculture, Forestry and Rural Economic Development  
(the "Minister")

and

\_\_\_\_\_  
(the "Municipality")

This Program Cooperation Agreement is made effective April 1, 2022 (the "Effective Date").

**Background:**

- A) The *Agricultural Pests Act* (APA) provides that local authorities are responsible to prevent the establishment of, or to control or destroy, pests in the municipality.
- B) Wild Boar at large are a pest under the *Agricultural Pests Act*.
- C) To assist municipalities, the Minister established a Wild Boar at Large Bounty Program (the "Program"), in 2022, to obtain data on the location, and encourage the destruction, of Wild Boar at large in the Province of Alberta.
- D) The Minister requests the cooperation of the Municipality and the Municipality agrees to cooperate with the Minister. Under the terms of this Agreement the Municipality will administer the Program, and the deliver Incentive Payments to Eligible Applicants, in accordance with the Program.

The rights and obligations of the parties are set out in this Agreement, to which the following are incorporated:

- Schedule "A" Terms and Conditions
- Schedule "B" Municipality Duties
- Schedule "C" Program Conditions

\_\_\_\_\_  
Minister's Representative Signature

\_\_\_\_\_  
Municipality's Representative Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Schedule “A”

### Terms and Conditions

#### 1.0 Interpretation

1.1 In this Agreement, including the schedules, the following terms have the following meaning:

“**AFRED**” means Alberta Agriculture, Forestry and Rural Economic Development.

“**Agreement**” means this Wild Boar at Large Bounty Program Administrator Agreement, including all schedules.

“**Grant**” means the payments to the Municipality made under s. 2.3 of Schedule “A”.

“**Incentive Payment**” means the incentive payment provided by the Municipality to eligible Applicants under the Program, in accordance with the Program Conditions.

“**Minister**” means the Minister of Agriculture, Forestry and Rural Economic Development and her/his authorized representative(s);

“**Municipality**” means [redacted] *[Drafting note - list the name of municipality that signs the Agreement].*

“**Municipality Duties**” means the duties of the Municipality in administering the Program under this Agreement, as set out in Schedule “B”.

“**Program**” means the Wild Boar at Large Bounty Program.

“**Program Conditions**” means the Wild Boar at Large Bounty Program Conditions as set out in Schedule “C”, as may be revised by the Minister from time to time.

“**Program Costs**” means the funds expended by the Municipality in providing Incentive Payments to eligible Applicants under the Program.

“**Program End Date**” means the respective end dates for eligibility for Ear Bounty Incentive Payments and the end date for the Whole Sounder Trapping Incentive Payments as set out in the Program Conditions.

“**Provincial Crown**” means Her Majesty the Queen in Right of Alberta.

“**Regulation**” means the Agriculture and Forestry Grant Regulation under the Government Organization Act (Alberta), as may be amended from time to time.

“**Term**” means the period from the Effective Date until March 31, 2024, or the termination of this Agreement, whichever is earlier.

“**Wild Boar**” means a wild boar as defined under the Program Conditions.

1.2 Any words defined in the Program Conditions have the same when used in this Agreement, including the schedules.

1.3 This Agreement constitutes the entire agreement between the Minister and the Municipality with respect to the Municipality’s administration of the Program. This Agreement supersedes all

previous agreements, negotiations and understandings relating to the Program. There are no agreements, representations, warranties, terms, or commitments except as expressed in this Agreement.

## **2.0 Program Administration and the Grant**

- 2.1 **Administration** - The Municipality agrees to and hereby assumes from the Minister the administration of the Program within the Municipality. The Municipality shall administer and delivery the Program in accordance with this Agreement and the Program Conditions.
- 2.2 **Condition for Payment** – The Municipality is not eligible for a Grant payment during any period Wild Boar surveillance or trapping activities were conducted within the Municipality, whether by the Municipality, by AFRED, or by contractors on behalf of the Municipality or AFRED.
- 2.3 **Grant** - The Minister shall pay the Municipality a grant by installment to reimburse the Municipality for the cost of all Incentive Payments that the Municipality paid, to eligible Applicants under the Program during the Term, in accordance with the Municipality Duties.
- 2.4 In addition to complying with the terms expressly set out in this Agreement, the Municipality must comply with the Regulation.
- 2.5 The Minister acknowledges that this Agreement, correspondence and communications between the Minister and the Municipality constitutes an application for a grant in a manner and form acceptable to the Minister.
- 2.6 The Municipality acknowledges and agrees that the Minister may disclose this Agreement and its contents by any means chosen by the Minister including without limitation tabling it before the Legislature. The Municipality further acknowledges that the Minister will publically disclose the following information relating to this agreement in accordance with section 11(d) of the *Fiscal Planning and Transparency Act* (Alberta): the grant recipient name; the amount of the grant; the program the grant is paid under; and the payment date.

## **3.0 Claim process**

- 3.1 The Municipality must submit reports on a weekly basis as described in Schedule “B” (Municipality Duties).
- 3.2 The Minister shall pay the Municipality an amount equal to the cumulative total of the Incentive Payments paid by the Municipality to Applicants as indicated in the reports submitted under section 3.1.
- 3.3 The reports must be in a format provided by the Minister, be complete, and be submitted in accordance with the process described in Schedule “B” (Municipality Duties).

## **4.0 Representations and warranties**

- 4.1 The Municipality represents and warrants that:
  - (a) it is a municipality as defined under the *Municipal Government Act* (Alberta);
  - (b) it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
  - (c) it will administer the Program in a diligent manner, using qualified personnel; and
  - (d) not alter the scope of the Program.

4.2 The Municipality shall immediately notify the Minister of any changes to the Municipality's status with respect to each of the representations and warranties at s. 4.1.

## **5.0 Records and audit**

5.1 During the Term and for a period of 6 years thereafter, the Municipality shall maintain or cause to be maintained full, accurate and complete statements, invoices, records, and books of account relating to the Municipality's activities conducted under this Agreement.

5.2 The Minister (including for the purposes of this section, any agent appointed by the Minister to assist with audit and verification under the Program, as well as the Auditor General), for the purposes of:

- verifying the performance of the Services;
- verifying the Municipality's eligibility for the Grant;
- assessing the Municipality's compliance with this Agreement; or
- conducting an audit or evaluation of the Program,

may from time to time, upon reasonable notice to the Municipality, inspect or audit all statements, invoices, records and books of account maintained by the Municipality in relation to the Program during the Term. The Municipality shall provide the Minister with such assistance as may be reasonably required by the Minister. The cost of any such verification or audit shall be payable by the Minister, unless the audit, examination or report reveals material breaches of this Agreement or indicates that the records and books of account were inadequate to permit a determination of the Municipality's eligibility for the Grant, in which case the cost shall be borne by the Municipality. This section shall survive this Agreement.

## **6.0 Insurance**

6.1 The Municipality will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

## **7.0 Indemnity**

7.1 Each party shall indemnify and hold harmless the other party, the other party's employees and agents, from any and all third party claims, demands, actions and costs (including legal costs on a solicitor-client basis) to the extent arising from the Program, or from the negligence, other tortious act or willful misconduct of the responsible party, or those for whom it is legally responsible, in relation to the performance of its obligations under this Agreement. This section shall survive this Agreement.

## **8.0 Repayment**

8.1 If, after making payment of the Grant the Minister determines that the Municipality has received an overpayment or a payment not in accordance with this Agreement, then, on receipt of written notice from the Minister, the Municipality must refund to the Provincial Crown the required amount within 30 days of the date of the notice. Failure to make repayments as required by the Minister creates a debt owing to the Provincial Crown that can be set off against any money the Provincial Crown owes to the Municipality. This section shall survive this Agreement.

## **9.0 Default**

9.1 It shall be an “Event of Default” if any of the following occur:

- (c) the Municipality fails to provide information that the Minister requires to conduct an audit or verification under s. 5.0, or the Municipality provides false or misleading information to the Minister during an audit or verification under s. 5.0;
- (d) the Municipality breaches any provision of this Agreement;

and, upon receiving notice of the breach, fails to remedy the breach with the time specified by the Minister.

9.2 If an Event of Default occurs, in addition to any other remedy under this Agreement or at law, the Minister may do any one or more of the following:

- (a) make no further payments under the Agreement;
- (b) require the Municipality to repay one or more instalments of the Grant, in full or in part;
- (c) immediately terminate the Agreement;
- (d) prohibit the Municipality from participating as an administrator for the Program in the future as a Municipality.

Any amounts that are not repaid shall be a debt due to and recoverable by the Provincial Crown that can be set off against any money the Provincial Crown owes to the Municipality.

## **10.0 Changes and cancellation of the Program**

10.1 The Minister may change the Program from time to time in various respects, such as changes to forms and Program Conditions. The Minister will give the Municipality as much prior notice as reasonably practicable for the effective administration of the Program. The Minister may provide the notice by any means that the Minister considers to be the most effective, including email.

10.2 The Minister may terminate the Program at any time in the Minister’s sole discretion. The Minister shall provide the Municipality at least 10 business days written notice of a change or termination of the Program. Notice shall be provided in accordance with s. 12.1.

**11.0 Termination and withdrawal**

- 11.1 The Minister may terminate this Agreement at any time, without cause, by giving written notice of at least 10 business days.
- 11.2 The Municipality may withdraw from the Program by terminating this Agreement. The Municipality must provide at least 10 business days written notice to the Minister.
- 11.3 After the termination of this Agreement under section 9.2, 11.1, or 11.2, the Municipality shall cooperate with the Minister to ensure a smooth transition out of its administration of the Program. The Municipality shall:
  - (a) return all Program materials (e.g. blank forms, promotional materials) to the Minister upon request; and
  - (b) submit its final report to the Minister within 10 days of the date of termination. The Minister shall not accept any transactions that occurred after the date of termination, or accept any invoice submitted more than 30 days after the date of termination.

**12.0 Notices**

- 12.1 Any notice, consents or other communications that are permitted or required to be given under this Agreement (excluding invoices and notices under s. 10.1) may be given by personal delivery, registered mail or fax addressed as follows, or to such address as a party may advise in writing from time to time:

If to the Minister:

Agricultural Service Board Program  
J.G. O'Donoghue Building  
200, 7000 - 113 Street  
Edmonton AB T6H 5T6  
Attention ASB Program Manager  
Fax: 780-422-7755

If to the Municipality: <Municipality name>

Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel.: \_\_\_\_\_  
Fax.: \_\_\_\_\_

Notices personally delivered or sent by fax will be deemed received when actually delivered or successfully transmitted as shown by fax confirmation sheet. All notices sent by registered mail will be deemed to be received on the fourth business day following mailing, except in the case of an interruption of mail service. In the case of an interruption of mail service, any notices must be given by facsimile transmission or personal delivery.

### **13.0 General**

- 13.1 This Agreement is not binding and does not obligate the parties to perform work or make payments of any kind until this Agreement has been signed by both parties.
- 13.2 Nothing in this Agreement is intended to constitute the parties as an agent of the other for any purpose, or to create any relationship of agency, partnership or joint venture.
- 13.3 No part of this Agreement or the services may be assigned or subcontracted without the prior written consent of the Minister.
- 13.4 This Agreement may only be amended in writing and signed by a duly authorized representative of each of the Minister and the Municipality.
- 13.5 No waiver of any provision of this Agreement is effective unless made in writing, and any such waiver has effect only in respect of the particular provision or circumstance stated in the waiver. No representation by the Minister with respect to the performance of any obligation under this Agreement is capable of giving rise to an estoppel unless the representation is made in writing.
- 13.6 Despite any other provision of this Agreement, those sections which by their nature continue after the expiry or termination of this Agreement shall continue after such expiry or termination.
- 13.7 The invalidity of any provision in this Agreement shall not affect any other provision. This Agreement shall be construed as if any invalid provision were severed from it.
- 13.8 This Agreement is governed by the laws of Alberta and the parties attorn to the courts of Alberta.

## Schedule “B” Municipality Duties

### Duties related to the Cooperation

1. AFRED will supply an application form for the Program. The Municipality may display and accept application forms until the Program End Date.
2. The Municipality should answer applicants’ questions about the Program, including how to complete the Application Form.
3. When processing the Application, the Municipality must:
  - ensure that the applicant completes and signs the Application, including Declaration. The Municipality is not expected to verify the accuracy of the applicant’s information, but the applicant should be advised that he may be contacted by AFRED if more information is deemed necessary;
  - complete and sign the Municipality’s part of the Application Form;
  - calculate the Incentive Payment following the formula on the Application Form; and
  - give a copy of the Application Form to the applicant immediately.

**The Municipality may not provide the Incentive Payment unless the Application Form is fully completed and signed.**

4. The Municipality must complete any other Program forms as AFRED may require for the Program.
5. The Municipality must ensure that all staff who complete the Municipality part of the Application Form and then apply the Incentive Payment understand the Application Form and the Program Conditions.
6. Program forms may contain personal information of the Submitter. The Municipality must take reasonable precautions to protect this personal information. For example, the Municipality must:
  - ensure that only those employees of the Municipality who are required to have access to or collect personal information for the purposes of providing the Incentive - Payment are permitted access to that personal information;
  - use reasonable measures so that non-employees are not able to access the personal information.

**The Municipality will not use or disclose information from a completed Application Form for any purpose other than the cooperation and participation in the Program, as otherwise permitted by this Agreement, or as may be required by law.**

7. **The Municipality acknowledges that this Agreement, and all information and records collected, used or disclosed pursuant to this Agreement or in administering the Program, are subject to both the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta), as applicable.**



### **Claims process**

The Municipality must use current versions of Program claim forms. Claim forms will be available by contacting the ASB Program Office.

The Municipality must report the number of applications received and number of pairs of Wild Boar ears received, and reports must be submitted with a copy of the Application Forms for each transaction on the report. Reports must be completed, signed, and submitted to the Minister by the following deadlines in each year of the Term:

- a) for the time period from April 1 to October 15, on or before October 15; and
- b) for the time period from October 15 to March 31, on or before March 31.

Reports must be sent to the address specified by the Minister.

## **Schedule “C” Program Conditions**

### ***Wild Boar at Large Bounty Program***

#### ***Program Conditions***

##### **1.0 Purpose:**

The purpose of the Wild Boar at Large Bounty Program (the “Program”) is to collect data of the locations where Wild Boar are at large and the severity of the infestation, and to provide funding to support the management and elimination of Wild Boar within Municipalities.

The Program will operate in and be administered by participating Municipalities. Only those Municipalities that have signed a Wild Boar at Large Bounty Program Administrator Agreement will participate in the Program and only activities within the boundaries of participating Municipalities may be eligible for Program Incentive Payments.

There are two parts to the Program:

- **Ear Bounty Incentive Payments** - provides payment on a reimbursement basis to individuals for the destruction of individual Wild Boar, in accordance with the requirements of the Program, as evidenced by submission of Eligible Ears.
- **Whole Sounder Trapping Incentive Payments** - provides payment on a reimbursement basis to Landowners who authorize the trapping of, and Eligible Trappers who trap, Wild Boar using techniques and equipment that ensures whole sounder removal, all in accordance with the requirements of the Program.

The Program is a discretionary and non-entitlement reimbursement grant program. The Program will be reviewed on an ongoing basis, and the Minister may change or terminate the Program at any time without notice.

##### **2.0 Definitions:**

2.1 In these Program Conditions, the following terms have the following meanings:

**AFRED:** means Alberta Agriculture, Forestry and Rural Economic Development.

**Applicant:** means a person who submits an application for reimbursement and meets the eligibility criteria in sections 3.1 or 3.2.

**Eligible Trapper:** means an individual 18 years of age or older who, or an Alberta registered legal entity that, traps Wild Boar within a participating Municipality utilizing techniques and equipment that ensures whole sounder removal and that has been approved by AFRED.

**Eligible Wild Boar:** means a Wild Boar that meets the eligibility criteria in s. 3.2.

**Eligible Wild Boar Ears:** means the ears of an Eligible Wild Boar that meet the eligibility criteria in s. 3.2.

**Incentive Payment:** means a grant payment paid under this Program, subject to the terms and conditions of the Program.

**Landowner:** means an individual 18 years of age or older who, or Alberta registered legal entity that, owns land, or is the lessee of a lease (minimum 6-month term) at market value for the use of land – all land must be located in Alberta.

**Minister:** means the Minister of Alberta Agriculture, Forestry and Rural Economic Development, and his authorized representative(s).

**Municipality:** means a participating municipality as defined in the *Agricultural Service Board Act* (Alberta), as amended from time to time that has signed a Wild Boar at Large Bounty Program Administrator Agreement with the Minister.

**Program Conditions:** means the terms and conditions for the Program set out in this document, as may be amended from time to time.

**Program Term:** means the time period from April 1, 2022 to March 31, 2024.

**Provincial Crown:** means Her Majesty the Queen in Right of Alberta.

**Wild Boar:** means a wild boar that is from the species *Sus scrofa*, that immediately prior to destruction or capture, was at large in Alberta, and that meets the requirements of a “pest” as defined under the Agricultural Pests Act. For greater certain a Wild Boar does not include an animal that is commonly referred to as a domestic pig.

2.2 In these Program Conditions words in the singular include the plural and words in the plural include the singular.

### 3.0 Eligibility:

3.1 **Eligible Applicants** – The following entities are eligible to apply to the Program:

(a) **Ear Bounty Incentive Payments** – individuals 18 years of age or older, or an Alberta registered legal entity;

(b) **Whole Sounder Trapping Incentive Payments** – Landowners and Eligible Trappers;

3.2 **Additional Terms and conditions** – To be eligible for reimbursement, all hunting and trapping of Wild Boar must take place in Alberta, within the boundaries of a Municipality participating in the Program, and during the Program Term. In addition the following terms and conditions must be complied with:

(a) **Ear Bounty Incentive Payments** – An Applicant may submit Eligible Wild Boar Ears for reimbursement provided:

(i) The Wild Boar was not, to the best of the Applicant’s knowledge, intentionally

released in order to be at large.

- (ii) The Wild Boar was killed by hunting or trapping. Wild Boar killed for the purpose of slaughter are not eligible.
- (iii) The Wild Boar was killed humanely.
- (iv) The Applicant has provided the location of the kill, and contact information for the Application for any follow-up, all in sufficient detail as required by the Application.
- (v) Eligible Wild Boar Ears must not be from a Wild Boar for which an application has been made for a Whole Sounder Trapping Incentive Payment.

(b) **Whole Sounder Trapping Incentive Payments** – A Landowner or Eligible Trapper may apply for reimbursement provided:

- (i) The Landowner has provided confirmation, to the satisfaction of the Municipality, that the Landowner provided access to the Landowner's land to allow an Eligible Trapper to trap Wild Boar on the Landowner's land, using a method that ensures the trapping of whole Wild Boar sounders.
- (ii) As part of any Application for reimbursement, the Applicant must provide evidence that the equipment and techniques used by the Eligible Trapper meet or exceed any recommended methods for whole sounder trapping.
- (iii) The Landowner has not permitted hunting activities of any type, not limited to hunting of Wild Boar, within the quarter section of land during the period of time in which the Eligible Trapper is actively conducting surveillance, trapping, or both, of Wild Boar.
- (iv) The Landowner allowed the Eligible Trapper to euthanize, and the Eligible Trapper has euthanized only the Landowner's property, all captured Wild Boar.
- (v) All Wild Boar carcasses were removed from the Landowner's property and disposed of in accordance with legal requirements.
- (vi) No meat from any of the trapped Wild Boar was salvaged for human consumption.
- (vii) The Wild Boar was not, to the best of the Applicant's knowledge, intentionally released in order to be at large.
- (viii) The Wild Boar was killed the Eligible Trapper.
- (ix) The Wild Boar was killed humanely.
- (x) The Applicant has provided the location of the kill, and contact information for the Application for any follow-up, all in sufficient detail as required by the Application.

## 1.0 Applications:

- 1.1 Eligible Trappers will send verification to the participating Municipality of the number of Wild Boar at large captured and the Landowner may apply for an Incentive Payment from the Municipality based on the verified number of Wild Boar captured by the Eligible Trapper on the Landowner's Property.
- 1.2 Eligible Applicants must complete an application, in the form provided by the Minister, and submit it to the participating Municipality to apply for reimbursement under the Program.
- 1.3 Applications must be signed by the Applicant who is at least 18 years of age, or on behalf of the Applicant by a properly authorized representative. The Municipality may require evidence of authorization.
- 1.4 All applications must be received by the Municipality, or postmarked, on or before the end of the Program Term applicable for Ear Bounty Incentive Payments or Whole Sounder Trapping Incentive Payments.
- 1.5 All applications must include:
  - (a) **Ear Bounty Incentive Payments –**
    - (i) The number of pairs of Eligible Ears for which an Incentive Payment is being applied for.
    - (ii) The location within the participating Municipality where each Eligible Wild Boar was killed and the Eligible Ears were retrieved.
    - (iii) Any other information required in the Application form.
  - (b) **Whole Sounder Trapping Incentive Payments –**
    - (i) The location within the participating Municipality where each Wild Boar was trapped.
    - (ii) The name of the Landowner of the land on which the Wild Boar was trapped.
    - (iii) The name of the Eligible Trapper.
    - (iv) The number of Wild Boar for which an Incentive Payment is being applying for.
    - (v) Any other information required in the Application form.
- 1.6 An Application will not be considered complete unless the Statement of Certification on the Application is signed and all required supporting documentation is provided to the satisfaction of the Municipality.
- 1.7 Submission of an Application does not entitle the Applicant to an Incentive Payment under the Program.
- 1.8 The Municipality may, in its sole discretion, reject any Application that is ineligible, inaccurate or incomplete.

## 2.0 Term:

- 2.1 **Ear Bounty Incentive Payments –** Eligibility for Ear Bounty Incentive Payments under the Program commences April 1, 2022 and ends March 31, 2023.

2.2 **Whole Sounder Trapping Incentive Payments** – Eligibility for Whole Sounder Trapping Incentive Payments under the Program commences April 1, 2022 and ends March 31, 2024.

**3.0 Incentive Payment Amount:**

3.1 **Ear Bounty Incentive Payments** – Approved Applicants for Ear Bounty Incentive Payments will receive an Incentive Payment of \$75 (seventy-five dollars) for each pair of Eligible Ears.

3.2 **Whole Sounder Trapping Incentive Payments** – Approved Applicants for Whole Sounder Trapping Incentive Payments will receive an Incentive Payment of \$75 (seventy-five dollars) for each verified capture and disposal of a Wild Boar as part of the whole sounder trapped. A Landowner and an Eligible Trapper are each eligible to each receive a separate Incentive Payment of \$75 (seventy-five dollars) for each Wild Boar captured and disposed of by the Eligible Trapper on the lands of the Landowner.

3.3 In no circumstances will an Eligible Applicant receive an Incentive Payment of more than \$75 (seventy-five) dollars for each Wild Boar hunted or trapped, and disposed of.

**4.0 Payment Eligibility:**

4.1 The Municipality has the absolute discretion to determine eligibility for any Incentive Payment under this Program. The decision of the Municipality is final.

**5.0 Audits and verification:**

5.1 By accepting the Program Incentive Payment, the Applicant:

- (a) Agrees to provide additional information and records to the Municipality as may be required to verify the Applicant's eligibility for an Incentive Payment.
- (b) Authorizes the Municipality to obtain information from (and release information to): other municipalities, any government department or agency, or other body, in order to verify the Applicant's eligibility to receive an Incentive Payment.

**6.0 Program Changes:**

6.1 The Minister may change the Program from time to time or may terminate the Program without notice. Changes to the Program Conditions are binding on Applicants once they are posted on the AFRED website ([alberta.ca/agriculture](http://alberta.ca/agriculture)).

**7.0 Refunds:**

7.1 An approved Applicant shall pay to the Municipality or the Provincial Crown, on demand, any payment received by the Applicant contrary to these Program Conditions. Any demand for payment received by the Applicant under this Program is due within 30 days of notice being provided to the Applicant by the Municipality or the Minister. The demand notice will be deemed to have been received 2 business days after the mailing of the demand notice to the applicant's address on the Program application form. Failure by the Applicant to make payment as required, creates a debt owing to the Provincial Crown that can be set off against any money that the Provincial Crown owes to the Applicant.

**8.0 False or misleading information:**

8.1 An Applicant who provides false or misleading information under this Program foregoes all rights to benefit from this Program.

**9.0 Collection of Information:**

9.1 The Applicant acknowledges that the information provided to the Municipality regarding this application is subject to both the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta).

**10.0 Disclosure of Information:**

10.1 The Applicant acknowledges that the Minister publicly discloses the following information for all grant recipients: the grant recipient name, the amount of the grant, the program the grant is paid under, and the payment date.

**11.0 Municipality and Provincial Crown Not Liable:**

11.1 The Applicant acknowledges that hunting and trapping activities carry risk and are subject to strict legal requirements. The Applicant, in undertaking any hunting and trapping activities, accepts the risks associated with those activities and is responsible for ensuring that all legal and safety requirements have been met.

11.2 By submitting an Application for an Incentive Payment, the Applicant acknowledges that the both the Municipality and the Provincial Crown are not liable to the Applicant, the Applicant's heirs, administrators and assigns for the personal injury, property damage, or other damage, injury, claim or loss whatsoever arising out the Applicant's hunting or trapping activities.

**12.0 No Agency:**

12.1 Nothing in the Program is intended to constitute the parties as an agent of the other for any purpose, or to create any relationship of agency, partnership or joint venture.

**13.0 Representations and Warranties:**

13.1 By submitting an Application, the Applicant represents and warranties that:

- (a) The Applicant is eligible pursuant to the Program requirements.
- (b) With the exception of Landowners and Eligible Trappers that are applying for the same Wild Boar killed on the Landowner's land, neither the Applicant nor any other person has previously applied under the Program for an Incentive Payment for the Eligible Ears or Wild Boar that are the subject of the Applicant's application.
- (c) It has made full, true and plain disclosure to the Municipality of all facts that are material to its Application.
- (d) It has the power and authority and all necessary licenses and permits to own and carry on its operations, to make the Application, and to carry out its activities.
- (e) It will carry out all hunting or trapping activities in a diligent and safe manner, consistent with industry practices and all legal requirements; using qualified employees, contractors and professional advisors.