

SCHEDULE L

DEPARTMENT OF NATURAL RESOURCES AND NORTHERN DEVELOPMENT
PROVINCE OF MANITOBA
LANDS BRANCH

In the matter of

THE WILD RICE ACT AND REGULATIONS PURSUANT THERETO

and

WILD RICE PRODUCTION LICENCE NUMBER _____

hereby granted from His Majesty the King, Manitoba

to

(hereinafter called the Licensor)

of

(hereinafter called the Licensee)

WHEREAS the lands hereinafter described are Crown lands within the meaning of *The Wild Rice Act*;

AND WHEREAS the Licensee requires a Wild Rice Production Licence to produce wild rice upon the Crown land described in paragraph 1, pursuant to *The Wild Rice Act*;

AND WHEREAS the Crown desires to grant to the Licensee the right to seed, propagate and harvest wild rice in, over and upon the Crown lands described in paragraph 1;

AND WHEREAS the Licensee hereby agrees to accept the terms and conditions contained hereinafter and further agrees to comply in every respect with *The Wild Rice Act* and regulations pursuant thereto.

1. The Licensor hereby grants to the Licensee the right to seed, propagate and harvest wild rice in, over and upon the following Crown lands

which rights are hereby granted to the Licensee for the period commencing the date of execution by the Licensor, to and inclusive _____

2. The Licensee, before commencing harvest operations under authority of this licence, shall apply for and obtain from the Licensor an annual Operating Certificate for each year during the life of the licence.

3. The Licensor reserves the right to refuse an Operating Certificate to the Licensee where the Licensee fails to comply with *The Wild Rice Act* and regulations pursuant thereto and the terms and conditions of this licence.

4. The Licensee shall obtain a Water Rights Licence in accordance with the provisions of *The Water Rights Act*, prior to undertaking any and all water control measures. The aforesaid licence may be obtained from the Water Resources Branch and must be provided to the Licensor prior to undertaking construction of any and all water control measures.

5. The Licensee shall, prior to any application of fertilizer, herbicides, insecticide and fungicides, obtain authorization as provided by *The Clean Environment Act* and regulations pursuant thereto.

6. It is hereby understood that the Licensee retains under the authority of this licence, the exclusive right to authorize such persons as he may elect at his sole discretion, to enter onto, in, over and upon the Crown lands described in paragraph 1 for the purpose of harvesting wild rice. It is understood that this is a non-exclusive right and limited to such persons intended to harvest wild rice, in accordance with *The Wild Rice Act*.

7. The Licensee shall obtain written authorization from the appropriate Provincial Authority (Department) prior to erecting, constructing or building of facilities associated with the operation of this licence.

8. The Licensee shall keep and maintain, or cause to be kept and maintained, a record of his wild rice operations in such form as may be required from time to time by the Licensor, and shall submit such returns on forms prescribed by the Licensor at such times as may be set out on such forms; and without restricting the generality of the foregoing, the Licensee shall keep and maintain or cause to be kept and maintained

- a) Annual Development Plan
- b) Load Slip Book
- c) Production Record

9. In the event that the Licensee fails to declare or report all of the green wild rice harvested under this licence, this licence may be subject to cancellation at the discretion of the Licensor.

10. This licence shall constitute authority to engage in manual harvesting of wild rice upon the Crown lands specified in Paragraph 1; provided that in the event the Licensee requires to harvest by mechanical means, he must first obtain a Mechanical Permit from the Licensor.

11. The Licensee shall comply with all relevant legislation, including *The Crown Lands Act*, *The Forest Act*, *The Provincial Park Lands Act*, and any and all regulations pursuant thereto as well as any and all amendments, and any breach thereof shall be cause for cancellation of this licence.

12. The annual licence fee shall be determined and assessed by the Licensor in accordance with the Regulations pursuant to *The Wild Rice Act*, as may be amended from time to time, which annual licence fee shall be payable by the Licensee on or before the 1st of July in every year during the term hereof.

13. Interest shall accumulate and be payable by the Licensee at the percentage rate per annum that is set and adjusted periodically by the Minister of Finance on all outstanding licence fees.

14. It is understood and agreed that the outstanding annual licence fee, plus accrued interest shall be and remain a debt due the Licensor, and in this respect, the Licensor reserves the right to forthwith cancel the licence and in addition, take such steps as deemed appropriate in law to collect all outstanding monies due as above.

15. This Licence may be assigned or transferred, in whole or in part, by the Licensee, with the written permission of the Licensor, first had and obtained, which permission shall not unreasonably be withheld.

16. The Licensee acknowledges and declares that he has read this licence and he fully understands the same and that he covenants and agrees to abide by the terms and conditions thereof.

17. Where in this licence it is provided that any function shall or may be performed by the Licensor, that function may be performed by the Minister of Natural Resources and Northern Development or any other person authorized by law to perform that function or to sign documents of the character of this licence on behalf of His Majesty the King in Right of Manitoba.

IN WITNESS WHEREOF the parties hereunto set their hands and seals

this _____ day of _____ 20 _____

Minister of Natural Resources and Northern Development

Signed, sealed and delivered in the presence of:

Witness

Licensee