

**Motus Wildlife Tracking System Landowner Agreement**

This agreement outlines the terms and conditions surrounding the installation and maintenance of one or more Motus Wildlife Tracking Stations by Birds Canada, the Proponent, on property owned by the The Corporation of the County of Lambton, the Host.

**Locations:**

**Equipment**

A Motus Wildlife Tracking Station is an automated radio receiver designed to track small flying animals (birds, bats, and large insects) that have been outfitted with a specialized radio-transmitting tag. If a tagged animal flies past the detection range of a Motus station, the location will be recorded and logged. A growing network of over 900 stations allows tagged animals to be tracked over vast distances as they migrate or move across the landscape.

Each station consists of:

1. One radio receiver (receiving station that is incapable of transmitting)
2. Between 2 and 6 VHF/UHF antennas
3. Solar panel
4. Deep cycle 12V battery

The antennas are mounted on a portable mast-tripod structure generally between 6 – 9 m (20 – 30 ft) in height. The structure is stabilized using guy wires attached at multiple points on the mast and secured to stakes, which are sunk 30 – 60 cm (1 – 2 ft) into the soil. Guy wires are marked with flagging for increased visibility.

**Timeline and Access:**

The equipment will be installed sometime after August 15, 2020, and remain in place until at least August 15, 2025, unless otherwise decided by either party, at which point the agreement can be revisited. This agreement will automatically extend unless cancelled in writing by one of the parties at least 60 days prior to renewal. All works that Birds Canada carries out on the site shall be done in accordance with all applicable laws and regulations.

Birds Canada will provide the Host with 3 days’ written notice prior to installation. The Host will allow Birds Canada to visit the site monthly to download data from the receiver or to perform routine maintenance. The Host reserves the right to deny or reschedule access if the date/time is not acceptable to the Host. The Host reserves the right but not the obligation to have an employee or representative attend the site and monitor Bird Canada's executions of its works thereon.The Host reserves the right to exit this agreement, or have equipment relocated or removed with 30 days’ written notice to Birds Canada. The Host will inform Birds Canada when the site is closed or off-limits. In addition, this agreement may be terminated by the Host as follows with immediate effect if Bird Canada breaches any applicable laws and/or regulations of the Government of Canada and/or the Province of Ontario in installing, maintaining and/or repairing its equipment or otherwise in carrying out any rights granted to it hereunder.

Birds Canada hereby represents and warrants that its equipment and its use thereof will have no adverse impact on any equipment or on the lands where the site is located. Without limiting the generality thereof, Birds Canada represents and warrants that its equipment and use thereof will not cause any radio or other interference whatsoever with any other radio and/or communication equipment and/or device whether such equipment and/or device is used by the Host or other person.

**Permits:**

Birds Canada will solely acquire and keep up to date any permits necessary to conduct the proposed work and activities on the site. Birds Canada shall provide copies thereof to the Host upon the Host's request therefor.

**Equipment and Service Needs:**

Birds Canada will maintain all equipment in a good, safe working order. The Host has the right but not the obligation to inspect the equipment. Birds Canada shall provide the Host any and all such information reasonably required about Birds Canada's equipment upon request.

**Insurance:**

Birds Canada shall holds $5-million public liability insurance policy with a reputable insurer licensed to provide insurance coverage in the Province of Ontario and Birds Canada shall add the Host as an additional insured to such policy so to protect the Host against any and all liability created by the installation and presence of the equipment, personnel using or accessing the equipment, and will hold this insurance for the life of the project.

**Assumption of Risk:**

Birds Canada acknowledges that the site and associated operations and activities are of a potentially dangerous nature, and Birds Canada expressly assumes the risk of these dangers while on the property.

Birds Canada acknowledges and agrees that by allowing Birds Canada staff and volunteers to enter the premises, the Host does not: (1) represent or warrant that the Property is safe for the purposes of Birds Canada’s activities; (2) owe to Birds Canada and Birds Canada staff and volunteers a greater duty of care than the Host owes to a trespasser on the premises; or (3) assume responsibility or incur liability for any injury to any individual or property damage caused by Birds Canada’s or Birds Canada staff and volunteer’s acts, actions, or omissions. Host does not have any responsibility or obligation to maintain the property in any particular condition, or to protect Birds Canada and Birds Canada staff from accidents, injury, or danger.

**Waiver and Release from Liability:**

Birds Canada hereby waives, releases, and holds harmless the Host from and against all claims, demands, and causes of action of whatever kind or character which Birds Canada may have or may have in the future relating to or in any way connected with Birds Canada’s entry or activities on the property, even if the claims, demands or causes of action are based on the sole, partial or concurrent negligence of the Host, or if the Host would be strictly liable for the losses.

**Indemnification and Hold Harmless**:

Birds Canada agrees to indemnify, defend, and hold harmless the Host from and against any and all claims, demands, causes of action, damages, liabilities, payments, charges, costs, and expenses of any kind or character arising from Birds Canada’s activities or presence on the property, including, without limitation, claims for personal or bodily injuries to or death of any person or damage to the property or the property of any person. The foregoing indemnity includes, and the parties intend it to include, an indemnification of the Host from and against claims arising out of or resulting, in whole or part, from the condition of the property.

**Health and Safety:**

Birds Canada staff and volunteers will abide by all safety regulations and protocols required by the Host.

The Host reserves the right to require valid current criminal background checks for anyone granted the right to enter the land.

**Communication:**

Birds Canada will provide the Host with an annual progress report summarizing findings at the site. The Host will notify Birds Canada if any of the equipment appears to be damaged.

Birds Canada and the Host agree that this agreement does not constitute a marketing relationship. The Host and Birds Canada will not use each other’s logo for any purpose without first establishing a written agreement regarding public communications.

**Contact:**

**Birds Canada**

Stuart Mackenzie

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Birds Canada

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| **Birds Canada** |  |
| **Print Name:** | **Print Name:** |
| **Position:** | **Position:** |
| **Signature:** | **Signature:** |
| **Date:** | **Date:** |