Overwinter Bee Mortality Insurance Contract 2026

MASC
Manitoba Agricultural Services Corporation

Sustainable Canadian Agricultural Partnership
Manitoba
Canada

Overwinter Bee Mortality Insurance Contract 2026

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PART 1 - INTERPRETATION

1.01 Definitions. In this Contract:

"**Act**" means The Manitoba Agricultural Services Corporation Act;

"**Administration Fee**" means the minimum fee, if any, charged by the Corporation from time to time on such basis as may be determined by the Corporation for administering this Contract;

"**Apiary**" means a commercial beekeeping enterprise having at least 50 Colonies that uses the Bees within such Colonies for the purposes of pollination or honey production;

"**Applicant**" means an Eligible Person who has applied for Overwinter Bee Mortality Insurance;

"**Bee**" means insects designated as honey bees;

"**Colony**" means a hive that contains Bees consisting of three classes, namely, the queen bee, a number of female worker bees and a number of male drones;

"**Colony Guarantee**" means the product obtained when the number of Overwinter Colonies is multiplied by the Probable Survival Rate;

"**Colony Shortfall**" means the amount, if any, by which the Colony Guarantee exceeds the number of Surviving Colonies;

"**Contract**" means this Overwinter Bee Mortality Insurance Program Contract and the Overwinter Bee Mortality Insurance Application;

"**Corporation**" means Manitoba Agricultural Services Corporation;

"**Dead Colony**" means a Colony that has two or less Eligible Frames when removed from Winter Storage;

"**Declaration of Overwinter Colonies Mortality Report**" means the report contemplated by subsection 3.01(ii);

"**Declaration of Overwinter Colonies Report**" means the report contemplated by subsection 3.01(i);

"**Designated Perils**" means adverse weather and fire (provided that, in each case, the Overwinter Colonies are placed in Winter Storage outside), wildlife and, subject to the provisions of Section 2.08, disease and pests;

"**Eligible Colony**" means a Colony that has seven or more Eligible Frames when placed into Winter Storage or, in the case of a Nuclear Colony, one that is placed in Winter Storage indoors and that has four or more Eligible Frames, in each case, contained in their own compartment by solid walls that do not allow the exchange of bees or food between the Colonies;

"**Eligible Frame**" means a frame with at least two- thirds of the cells on each side of the frame filled with brood or eggs or covered with live Bees or a combination thereof;

"**Eligible Person**" in relation to an Overwinter Bee Mortality Insurance Application, means an Applicant who:

(i) is resident in Manitoba,

(ii) is registered as a beekeeper under The Bee Act (Manitoba), and

(iii) operates an Apiary within Manitoba;

"**Insured**" means an Applicant who has been accepted by the Corporation for Overwinter Bee Mortality Insurance under this Contract;

"**Nuclear Colony**" means a Colony that is managed for expansion of colony numbers and is operated as such;

"**Overwinter Bee Mortality Insurance**" means insurance provided under this Contract;

"**Overwinter Bee Mortality Insurance Application**" means the application, on the form provided from time to time by the Corporation for that purpose, for Overwinter Bee Mortality Insurance;

"**Overwinter Colonies**" means, subject to any adjustment as required under Section 3.02, all of the Eligible Colonies under the ownership, management and control of an Insured to be overwintered by that Insured and reported on the Declaration of Overwinter Colonies Report and accepted by the Corporation for insurance under this Contract;

"**Overwinter Colony Dollar Value**" means the amount per Overwinter Colony as determined and offered by the Corporation and, if different amounts are offered, the amount selected by the Insured;

"**Overwinter Indemnity**" means the product obtained when the Colony Shortfall is multiplied by the Overwinter Colony Dollar Value;

"**Period of Insurance**" means the period stipulated by Section 2.04 for which Overwinter Bee Mortality Insurance is effective under this Contract;

"**Person**" means any individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government, governmental agency or board or commission or authority and any other form of entity or organization;

"**Premium**" means the amount determined by the Corporation to be payable by the Insured to the Corporation for insurance under this Contract;

"**Probable Survival Rate**" means the expected overwinter survival rate of Overwinter Colonies for an Insured as determined by the Corporation, expressed as a percentage, and where applicable shall be calculated as required by the Regulations;

"**Purchases**" means any Overwinter Colonies purchased or otherwise received by the Insured during the Period of Insurance as reported by the Insured;

"**Regulations**" means the regulations made under the Act respecting Overwinter Bee Mortality Insurance, as the same may be amended or replaced from time to time;

"**Royal Bank Prime Rate**" means the prime lending rate of interest expressed as a rate per annum which the Royal Bank of Canada, or any successor to the Royal Bank of Canada, establishes as the reference rate of interest (commonly known as "prime") in order to determine interest rates it will charge for loans in Canadian funds, as the same may be in effect from time to time;

"**Sales**" means any Overwinter Colonies sold, gifted or transferred by the Insured during the Period of Insurance as reported by the Insured and accepted by the Corporation;

"**Strong Colony**" means an Overwinter Colony that has five or more Eligible Frames and, in the case of a Nuclear Colony, four or more Eligible Frames when removed from Winter Storage;

"**Surviving Colonies**" means one-half of the Weak Colonies together with the number of Strong Colonies following the removal of such Overwinter Colonies from Winter Storage;

"**Weak Colony**" means an Overwinter Colony that has three to four Eligible Frames and, in the case of a Nuclear Colony, three Eligible Frames, when removed from Winter Storage;

"**Winter Storage**" means the storage of the Overwinter Colonies in a manner and in an area within Manitoba that affords such Overwinter Colonies adequate food and protection from the weather elements, as determined by the Corporation, but for greater certainty such storage must include, as a minimum,

(i) if the Overwinter Colonies are stored inside, a structure that is properly heated, ventilated and provides the Colonies with adequate air circulation and proper lighting conditions, and

(ii) if the Overwinter Colonies are stored outside, proper insulation, ventilation and air circulation.

PART 2 - SCOPE OF INSURANCE

2.01 Purpose. Subject to the terms and conditions hereof, this Contract provides for an Overwinter Indemnity in the event of a Colony Shortfall.

2.02 Overwinter Bee Mortality Insurance Acceptance. The provisions of this Contract only apply to an Eligible Person who has applied for and has been accepted by the Corporation for Overwinter Bee Mortality Insurance.

2.03 Overwinter Bee Mortality Application Deadline. An application for Overwinter Bee Mortality Insurance must be received by the Corporation on or before August 31 of the year in which the Overwinter Bee Mortality Insurance is to commence.

2.04 Effective Date and Period of Insurance. Subject to Section 2.05, Overwinter Bee Mortality Insurance is only effective for the period commencing on the date the Overwinter Colonies are placed in Winter Storage and ending on the earlier of the date on which the Overwinter Colonies are removed from Winter Storage and May 31 of the year following the year in which the Overwinter Colonies were placed in Winter Storage.

2.05 Deadline for Winter Storage. All Overwinter Colonies must be placed in Winter Storage on a timely basis having regard to the weather being experienced in the fall season of the applicable year. If the Corporation, in its sole discretion, determines that Overwinter Colonies were placed into Winter Storage on an untimely basis, such Overwinter Colonies are not eligible for insurance under this Contract.

2.06 All Colonies. All Colonies owned by the Applicant must be declared and all of those accepted by the Corporation for Overwinter Bee Mortality Insurance must be insured under Overwinter Bee Mortality Insurance.

2.07 Minimum Number of Overwinter Colonies. No insurance will be provided under this Contract if the number of Overwinter Colonies is less than 50.

2.08 Uninsurable Losses. If a Colony Shortfall is the result of negligence, neglect or mismanagement, as determined by the Corporation, then the loss will be considered an uninsured cause of loss and no Overwinter Indemnity shall be payable under the terms of this Contract. For greater certainty, this Contract does not insure against any loss resulting from one or more of the following:

(i) inadequate or improper Winter Storage,

(ii) inadequate surveillance of the Overwinter Colony,

(iii) failure to provide adequate feed or to follow normal or recommended beekeeper practices for prevention of disease, infestation of pests and other problems,

(iv) failure to comply with the requirements of any law, regulation, rule or order of the Province of Manitoba or Canada applicable in such Province, and

(v) theft or vandalism,

all as determined by the Corporation.

2.09 Cancellation Deadline. This Contract shall come into effect upon acceptance of the Overwinter Bee Mortality Insurance Application by the Corporation and shall automatically renew from year to year thereafter, unless notice of termination in writing is given by the Insured on or before August 31 of the year in which the Overwinter Bee Mortality Insurance is to otherwise commence.

2.10 Confirmation of Insurance. The Corporation shall mail to the Insured, at least 14 days before the relevant date set forth in Section 2.09, a confirmation of insurance which sets out, amongst other things, the Probable Survival Rate for that Insured and the Overwinter Colony Dollar Value which the Corporation will provide to the Insured for the period to which the confirmation of insurance relates based on the selections previously made by the Insured. If the Insured wishes to change an Overwinter Colony Dollar Value previously selected, the Insured must do so on or before August 31 of any year; otherwise the Insured shall be bound by the selection previously made.

PART 3 - REPORTS

3.01 Reporting. An Insured must complete and file the following reports on or before the applicable date specified below:

(i) a Declaration of Overwinter Colonies Report on or before November 30 confirming, among other things, the number of Eligible Colonies including the number designated as Nuclear Colonies and the date on which they were placed in Winter Storage together with the location thereof; and

(ii) unless a claim for indemnity has been completed on or before May 31, a Declaration of Overwinter Colonies Mortality Report on or before such date of the year following the year in which the Declaration of Overwinter Colonies Report was completed and filed confirming, among other things, the date on which the Overwinter Colonies were removed from Winter Storage and the number of Surviving Colonies.

3.02 Changes. If the number of Overwinter Colonies changes at any time as a result of a Purchase or a Sale, the Insured shall immediately notify the Corporation of any such change. In the case of a Sale, there will be no adjustment in the Premium but the Colony Guarantee shall be adjusted to reflect the change in number of Overwinter Colonies. In the case of a Purchase, no Overwinter Bee Mortality Insurance is available in respect of the Overwinter Colonies acquired pursuant to such Purchase.

3.03 Failure to Report. If the Insured does not file the reports by the dates set forth in Section 3.01, the Corporation may determine the Overwinter Colonies and the Surviving Colonies, as the case may be, of the Insured.

3.04 Late Acceptance. Notwithstanding Sections 3.01 and 3.02, the Corporation has the right in its discretion to accept a report submitted after the dates set forth in Section 3.01. An Insured whose report is not received by the dates set forth in Section 3.01 may be charged a late filing fee of $100 for every report that is late and such fee shall be payable by the Insured in addition to any other amounts payable under this Contract.

3.05 Right to Count and Inspect. The Corporation reserves the right to check or verify any or all numbers or information reported by an Insured under Section 3.01 by any means acceptable to the Corporation and reserves the right to correct or adjust any or all such numbers and information accordingly. The Corporation may inspect the Overwinter Colonies at any time and from time to time for the purpose of determining the strength and viability of such Overwinter Colonies.

3.06 Declaration. The Corporation may elect to settle a claim solely on the basis of the Declaration of Overwinter Bee Mortality Report filed under Section 3.01, in which case no appeal is available under Part 6 of this Contract.

3.07 Right to Deny. Any report accepted by the Corporation after the dates specified for receipt in this Part will be without prejudice to any rights the Corporation may have to deny the claim for indemnity.

3.08 Forms. All notices and reports required or permitted to be given by an Insured under this Part shall be on the forms required by the Corporation from time to time for that purpose.

PART 4 - CLAIMS AND INDEMNITY

4.01 Notification of Claim. Despite Section 3.01, if the Insured reasonably believes that an Overwinter Indemnity may be payable, that Insured shall notify the Corporation as soon as possible, but in any case on or before May 15 of that year.

4.02 Overwinter Indemnity. Subject to the terms and conditions of this Contract, where the Corporation establishes that there has been a Colony Shortfall, the Insured is entitled to an Overwinter Indemnity.

4.03 Inspection by Corporation. Upon receipt by the Corporation of the notice referred to under Section 4.01 and subject to Sections 3.05 and 3.06, the Corporation shall as soon as reasonably possible attend at the Insured's premises to perform an inspection and assessment of the loss. Pending such inspection, no Overwinter Colonies of the Insured shall be altered or destroyed without the prior written consent of the Corporation.

4.04 Notice of Assessment. Upon completion of any assessment of loss under this Contract, the Corporation may notify the Insured of the results of such assessment in writing using the Corporation's email system and otherwise in accordance with Section 10.02. Within that email, the Insured must accept or reject the assessment presented by the Corporation. If the assessment is rejected by the Insured, the Insured may appeal the results of the assessment in accordance with Part 6 of this Contract. If the assessment is not accepted or rejected pursuant to such email within seven days of receipt or deemed receipt of the email, the Insured shall be deemed to have accepted the results of such assessment.

4.05 Denial of Claim. If the Insured alters or destroys any Overwinter Colonies without complying with Section 4.03, the Corporation may deny the claim of the Insured for an Overwinter Indemnity.

4.06 Insured's Obligations. No Overwinter Indemnity shall be paid for a claim hereunder, unless the Insured establishes to the satisfaction of the Corporation that:

(i) the loss is a direct result of a Designated Peril, and

(ii) the Insured reported the loss as required under the terms of this Contract.

4.07 Late Claim. Notwithstanding Section 4.01, any notification of a claim for indemnity received by the Corporation after the deadline in that Section may be classified as a late claim and, if the late claim is permitted by the Corporation, will be assessed a late filing fee of 25% of the Overwinter Indemnity as determined by the Corporation, subject to a maximum fee of $1,000. Despite the foregoing, notification of a claim for an Overwinter Indemnity will not in any event be accepted by the Corporation if it is received by the Corporation after May 31 of the year following the year in which the Overwinter Colonies were placed in Winter Storage.

4.08 Compensation Offsets. Where an Insured has received or is eligible to receive a wildlife compensation payment under the Wildlife Damage Compensation Regulation made pursuant to The Wildlife Act (Manitoba) during the period of insurance contemplated by Section 2.04 hereof, the Corporation shall deduct such payment or payments or portion thereof, as determined by the Corporation, from any indemnity otherwise payable under this Contract.

4.09 Obligation to Cooperate. It is a condition precedent to the payment of any indemnity hereunder that the Insured has cooperated fully with the Corporation, its agents and employees in appraising and investigating the claim.

4.10 Payment. Payment of any amount owed to the Insured under this Contract shall be sent to the Insured on or before the expiry of 90 days from the date of the final determination of the total amount owed to the Insured.

4.11 Overpayment. If the Corporation overpays an Insured on a claim for indemnity under this Contract, the Insured shall repay such overpaid amount to the Corporation within the time prescribed by the Corporation.

4.12 Right of Access to Land and Records. The Corporation has a right of entry to the land and premises of the Insured, which right may be exercised by the Corporation or its agents or employees at any reasonable time or times for any purpose related to this Contract. In the event that such purpose requires access to any land or premises not owned by the Insured, the Insured shall use all efforts to arrange for such access. The Insured shall keep or cause to be kept such records as the Corporation may prescribe from time to time for

the purposes of Overwinter Bee Mortality Insurance. The Corporation may require the Insured to produce or make available such records as the Corporation considers pertinent to any matter contemplated by this Contract. In the event that the Corporation exercises its rights in accordance with the above, the Corporation shall not be responsible for any loss or damage caused to any property (real or personal), land or premises, unless such loss or damage is the result of the willful misconduct or gross negligence of the Corporation.

4.13 Collection of Information. Information collected under this Contract is done so under the authority of the Act and will be used to administer the Contract and for research purposes and may be released by the Corporation in accordance with Sections 4.14 and 4.15 or as otherwise permitted by law. Any questions regarding such collection should be directed to the Insured's local MASC insurance agent.

4.14 Release of Information. The Corporation may provide the Government of Canada, the Government of Manitoba and their respective crown agencies with any information and data in the Corporation's possession pertaining to the Insured on a confidential basis.

4.15 Release of Aggregate Information. The Corporation may release information and data pertaining to the Insured to any Person when such information and data is combined with other information and data to form a larger data base such that the Insured is not identifiable.

4.16 Authorization and Consent. The Insured authorizes and consents to the release of information and data under Sections 4.14 and 4.15 by the Corporation and waives the protection of any applicable law that would preclude the Corporation from releasing such information and data.

PART 5 - PREMIUMS

5.01 Premiums. Premiums shall be calculated by the Corporation and may be subject to such surcharges or discounts as may be determined by the Corporation from time to time. The Insured agrees to pay the Premiums in respect of all insurance provided under this Contract and all other charges, costs and fees required by this Contract including, without limitation, any Administration Fee. All such Premiums and other charges, costs and fees are due and payable when billed to the Insured.

5.02 Interest. If the Premiums or any other charges, costs and fees appearing on the Statement of Account setting forth the Premiums are not paid by the next March 31 following the date on which they were billed, interest shall be payable (both before and after judgment) on such amounts or any unpaid portion thereof from March 1 of such year until the last day of the month before the month in which payment is made, at a per annum rate equivalent to two percentage points greater than the Royal Bank Prime Rate as of April 1 of that year.

5.03 Claim Overpayment Interest. The Corporation may charge interest on any claim overpayment at the same rate as specified under Section 5.02 for the year in which the notice of claim overpayment or notice of such outstanding charges, fees, costs or expenses is given. Interest shall commence 30 days after such written notification or at any other time beyond such 30 days as may be specified in such notification to the Insured.

5.04 No Interest Payable by Corporation. The Corporation shall not be obligated to pay interest on any amounts owed to the Insured in any circumstance.

5.05 No Premium Refund. No Premium due and payable or paid in respect of Overwinter Bee Mortality Insurance is refundable in any circumstance.

PART 6 - RIGHT OF APPEAL

6.01 Assessment of Loss and Right to Appeal. Upon the determination of the Surviving Colonies, the Corporation will provide the Insured with confirmation of such assessment. If the Insured and the Corporation cannot agree as to any matter addressed in the assessment which may, by virtue of The Manitoba Agricultural Services Corporation Act, be appealed to the Appeal Tribunal, the Insured must, within seven days of receipt of the calculation of the Overwinter Indemnity from the Corporation, appeal by written notice of appeal to the Appeal Tribunal, and shall deliver a copy of the appeal to the Corporation. If the Insured fails to so appeal within the prescribed seven-day time period, the Corporation's determination of the Overwinter Indemnity shall be final and binding upon the Insured and no appeal is available to the Appeal Tribunal.

6.02 Appeal Fee. At the time of filing an appeal, the Insured shall deposit with the Appeal Tribunal such fee as is required from time to time pursuant to The Manitoba Agricultural Services Corporation Act as security for the costs of the appeal.

6.03 Appeal Tribunal. The Appeal Tribunal has an absolute discretion in making its decision, which is final and binding on both the Insured and the Corporation and is not subject to appeal or review by a court.

PART 7 - ASSIGNMENT

7.01 Assignment of Indemnity. The Insured may assign all or a specified dollar amount of the right to indemnification under this Contract but, an assignment is not binding on the Corporation, and no payment of indemnity shall be made to an assignee, unless:

(i) the assignment is made on a form acceptable to the Corporation and is accompanied by the fee stipulated by such form, and

(ii) the Corporation gives its acceptance to the assignment in writing.

Subject to the Corporation being provided with written evidence as to any postponement or like agreement to which the Insured is a party, if more than one assignment is received by the Corporation, the assignment first received and accepted by the Corporation shall have priority over subsequent assignments received.

7.02 Assignment of Contract. Except as specifically provided in this Contract, no part of this Contract or any interest in this Contract may be assigned by the Insured without the prior written consent of the Corporation, which consent may be withheld by the Corporation at its discretion.

PART 8 - SUBROGATION

8.01 Recovery Right. The Insured shall not be entitled to any indemnity under this Contract for any loss if the Insured has done or does anything to prejudice the Insured's right of recovery against any person for such loss.

8.02 Transfer of Recovery Right. If the Corporation has paid a claim under this Contract, the Corporation is subrogated to the extent thereof to all rights of recovery of the Insured against any Person, and may bring action in the name of the Insured against such Person for the full amount to enforce such rights of recovery. The Corporation shall have complete and sole control over the conduct of any such action commenced by the Corporation, including the appointment of counsel. At the request of the Corporation, the Insured shall do whatever is necessary to secure such rights of recovery including, without limitation, assisting the Corporation in the enforcement of such rights including, without limiting the generality of the foregoing, cooperation in establishing the facts, securing and giving evidence and obtaining the attendance of witnesses and, if an action is commenced, immediately providing to the Corporation everything received in writing concerning the claim, including legal documents, and shall do nothing to prejudice the Corporation's rights including, without limiting the generality of the foregoing, not interfering in any settlement or legal proceedings.

8.03 Third Party Compensation. Where the Corporation is liable to pay a claim under this Contract, but the Insured has been compensated for the loss by another Person, the Corporation may deduct the net amount of such third party compensation, after deducting the costs of recovering such compensation, from the amount of the indemnity otherwise payable by the Corporation under this Contract.

8.04 Limitation. The net amount recovered from a third party, after deducting the costs of recovery, shall first be retained by the Corporation up to the amount of the Overwinter Indemnity paid by the Corporation to the Insured and the balance of such amount recovered shall be paid to the Insured.

PART 9 - GENERAL

9.01 Misrepresentation. Any fraud, misrepresentation or willfully false statement made by the Insured

(i) in the Overwinter Bee Mortality Insurance Application,

(ii) in any other documentation provided to the Corporation in connection with this Contract, or

(iii) in respect of a claim made under this Contract,

shall have the effect of voiding the entitlement of the Insured to any indemnity hereunder. In any such case, the full amount of the Premium shall be deemed to be earned by the Corporation and payable by the Insured.

9.02 Right to Amend Contract. The Corporation shall have the right to change the terms and conditions of this Contract from year to year, without the consent of the Insured and such changes are deemed to be part of this Contract. Notification of any changes to this Contract will be mailed to the Insured on or before August 15 of the year in which the Overwinter Bee Mortality Insurance is to apply.

9.03 Termination Without Cause. The Corporation has the right to terminate this Contract without cause effective at the date specified by the Corporation in the written notice of such termination mailed to the Insured on or before August 1 of the year in which the Overwinter Bee Mortality Insurance is to otherwise commence. Upon termination, all rights, obligations and liabilities acquired or incurred under this Contract shall be of no further force or effect but without prejudicing any rights, obligations or liabilities already acquired or incurred under this Contract.

9.04 Termination – General. In addition to any other termination provisions of this Contract in favour of the Corporation, the Corporation may terminate this Contract effective upon written notice to the Insured for any of the following reasons:

(i) the failure of the Insured to provide information, records or access to land or premises as and when required under the terms of this Contract,

(ii) failure by the Insured to fully cooperate with the Corporation in order to establish the indemnity payable, if any, under this Contract,

(iii) physical violence or physical intimidation, or threats of any such nature, directed by the Insured at any of the employees or agents of the Corporation,

(iv) failure by the Insured to comply with this Contract, the Act or the Regulations,

(v) failure by the Insured to pay when due, amounts owed by the Insured to the Corporation whether such amounts were due before or after the commencement of this Contract and whether or not such amounts are due under this Contract or under any other program administered by the Corporation from time to time.

9.05 Termination – Non-Payment of Premiums. If the Insured has not paid the Premium and Administration Fees or interest thereon owing to the Corporation on or before August 31 of the year in which the March 31 date in Section 5.02 occurs, this Contract shall be terminated effective that date unless the Corporation has agreed in writing to waive the provisions of this Section 9.05.

9.06 No Liability of Corporation. Termination of this Contract by the Corporation in accordance with the terms of this Contract will not result in any liability of the Corporation to the Insured of any kind or nature, including any claim or demand for damages, loss of profits or otherwise.

9.07 Credit Privileges. If an Insured is deemed by the Corporation to be an unsatisfactory credit risk, the Corporation may, at its option, require the Insured to pay all or any part of the estimated Premium for Overwinter Bee Mortality Insurance under this Contract before a Contract will be issued to that Insured.

9.08 Indemnities Applied to Debt. If the Insured owes the Corporation any money, whether under this Contract or under any other program administered by the Corporation, the Corporation may deduct the amount owed from any money payable to the Insured under this Contract.

9.09 Waiver. The failure of the Corporation to insist on the strict observance or performance of any covenant in this Contract shall not be deemed to constitute a waiver of the Corporation's rights to insist on a performance in full and in a timely manner of all covenants contained herein, and any such waiver, in order to be binding upon the Corporation, must be expressed in writing and signed by a duly authorized representative of the Corporation. No waiver of any provisions, conditions or covenants shall be deemed to be a waiver of the right of the Corporation to require full and timely compliance with the same terms, conditions or covenants thereafter or with any other terms, conditions or covenants of this Contract at any time. The rights of the Corporation under this Contract are cumulative and no exercise or enforcement by the Corporation of any right or remedy under this Contract shall preclude the exercise or enforcement by the Corporation of any other right or remedy under this Contract or which the Corporation is otherwise entitled by law to enforce.

9.10 No Subsequent Waiver. The full or partial waiver by the Corporation at any time of any of its rights under this Contract, including its rights with respect to a breach or violation of or default under any provision of this Contract, will not operate as a waiver of any other right or of any other provision of this Contract or of any subsequent breach or violation thereof or default thereunder. In each case, that waiver shall be effective only in the specific instance and for the specific purpose for which it is given.

9.11 Deadline for Action Against Corporation. Any action or proceeding by the Insured against the Corporation shall be commenced within one year after the occurrence of the loss and not afterwards. The Insured shall not commence an action or proceeding against the Corporation until the Insured has fully complied with all the terms of this Contract.

9.12 Enforcement Fees. The Insured shall pay the Corporation, upon demand, all out-of-pocket costs and expenses (including, without limitation, legal fees on a solicitor and own client basis) incurred by or on behalf of the Corporation in connection with collecting any indebtedness of the Insured to the Corporation under this Contract.

9.13 No Withholding by Insured. The Insured shall not, on grounds of the alleged non-performance by the Corporation of any of its obligations hereunder, or otherwise, withhold payment of any amount due to the Corporation.

9.14 Taxes. The Insured shall pay to the Corporation an amount equal to any and all taxes now or hereafter imposed on, or collectible by, the Corporation with respect to any amounts payable by the Insured to the Corporation under this Contract, whether characterized as a goods and services tax, sales tax, value added tax or otherwise.

9.15 Severability. If any provision of this Contract should be held invalid or unenforceable for any reason whatsoever or to violate any applicable law of Canada or Manitoba, this Contract is to be considered divisible as to such provision, and such provision is to be deemed deleted from this Contract, and the remainder of the Contract will be valid and binding as if such provision were not included in this Contract.

9.16 Business Day. Whenever any action to be taken under this Contract is required to be taken on a day other than a business day, such action shall be taken on the next business day following. For the purposes of this Contract, "business day" means a day on which the Corporation is open for business.

9.17 Interpretation. Any reference in this Contract to as "determined", "established", "approved" or "accepted" by the Corporation, or to the phrases "in its discretion", "in its opinion", "at its option" or "to its satisfaction" or similar or like phrases shall mean that the Corporation may make such determination or exercise such discretion in an absolute, sole and unfettered manner.

9.18 Survival of Covenants and Agreements. Notwithstanding the termination of this Contract for any reason whatsoever, all covenants and agreements to be performed or observed by the Insured under this Contract, all provisions contained in this Part and any right of indemnity arising from any loss which occurred prior to the termination of this Contract and which has been established to the Corporation's satisfaction shall survive any said termination, except as otherwise provided in this Contract.

9.19 Assignment. Except as specifically provided in Part 7 of this Contract, no part of this Contract or any interest in this Contract may be assigned by the Insured without the prior written consent of the Corporation, which may be withheld at its discretion.

9.20 Headings. The division of this Contract into Parts and Sections and the use of headings are for convenience of reference only, and shall not affect the interpretation or construction of this Contract.

9.21 Time. Time shall be of the essence of this Contract.

9.22 Entire Agreement. This Contract constitutes the entire agreement between the parties hereto with respect to all of the matters in this Contract and there are no representations, warranties, covenants, terms, conditions, promises, undertakings or collateral agreements, express or implied, which form part of this Contract other than as expressly set forth in this Contract. The entering into of this Contract by the Insured has not been induced by, nor does the Insured rely upon or regard as material, any representations or writings whatsoever not incorporated in this Contract and made a part of this Contract.

9.23 Enurement. This Contract shall be for the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, permitted assigns and legal representatives, as the case may be.

9.24 Authority of Directors, Officers, Partners and Agents. An Insured that is a corporation (or a guarantor of an obligation of the corporation) or a partnership or other form of entity may not assert against the Corporation that

(i) the articles, by-laws or any unanimous shareholder agreement or other agreement affecting the Insured have not been complied with,

(ii) a person held out by the Insured as a director, an officer, a partner or an agent of the Insured has not been duly appointed or has no authority to exercise the powers and perform the duties that are customary in the business of the Insured or usual for a director, officer, partner or agent, or

(iii) a document issued by any director, officer, partner or agent of the Insured with actual or usual authority to issue the document is not valid or not genuine.

9.25 Electronic Copy. The posting of this Contract on the Corporation's website as a downloadable PDF shall constitute delivery to the Insured of this Contract and be deemed to be as effective as delivery of a printed copy. Such posting shall be deemed "mailed to the Insured" for the purposes of Section 9.02. An Insured may elect to receive a printed "hard" copy of this Contract in lieu of the electronic copy referred to above in the manner and in the form required by the Corporation for that purpose. Upon receipt by the Corporation of that election, the Corporation shall mail the copy of the Contract to the Insured in accordance with Section 10.02.

9.26 Alternate Signing Authority. The Insured may from time to time

(i) by filing a notice with the Corporation using the form provided by the Corporation for that purpose, or

(ii) by telephone,

appoint another Person to execute and file any documents, reports and notices required to be filed under this Contract by the Insured or as otherwise required by the Corporation (including, without limitation, an assignment of indemnity form as contemplated by Section 7.01) but in no event shall such other Person be entitled to execute an Overwinter Bee Mortality Insurance Application or terminate this Contract. In the case of an appointment by telephone in accordance with the foregoing, all information received by the Corporation or by the insurance office of the Corporation and shown in the records of the Corporation or that insurance office, as the case may be, shall be conclusive evidence of the information given over the telephone by the Insured to the Corporation or to that insurance office of the Corporation in respect of that appointment.

9.27 Eligibility Review. The Insured agrees that at any time during the currency of this Contract, the Corporation may conduct an eligibility review to determine whether the Insured continues to be eligible for an Overwinter Bee Mortality Insurance Program Contract. The Insured consents to such review, agrees to fully cooperate in the eligibility review process, and to be bound by the decision of the Corporation resulting from such review.

9.28 Digital Copies and Signatures. Any forms, declarations or other documents required to be provided in writing by the Insured to the Corporation or by the Corporation to the Insured under this Contract or otherwise may be given, in either case, by hard copy with original signature, by facsimile or by email with a scanned or electronically saved PDF-format of the signed copy. In all cases, the executed copy will be scanned (if not otherwise available digitally) and saved ("digitized") to the Corporation's digital record management system and held in accordance with the policy of the Corporation governing the retention of such records. If a hard or facsimile copy is given or received, the "digitized copy" will be the only one retained by the Corporation and the hard copy destroyed. The information recorded in the copy retained by the Corporation in accordance with the foregoing shall be effective to create a valid and binding agreement in accordance with the terms thereof and the information contained therein shall be conclusive and not subject to any change or variation. The Insured expressly agrees and consents to the foregoing and acknowledges that such digitized copy is as effective for the purposes of validity, enforceability, and admissibility in any legal proceedings, as if it had been originally executed.

PART 10 - NOTICE

10.01 Notice to Corporation. Any written notice to the Corporation shall be given by actual delivery or facsimile transmission to any office of the Corporation or by sending it by registered mail to the proper address of that office. Unless otherwise provided herein, such notice to the Corporation is only effective upon actual receipt by the office.

10.02 Notice to Insured. Any written notice to the Insured shall be given by actual delivery to the Insured, or by sending it by mail, addressed to the Insured at the last mailing address for the Insured on file with the Corporation, or by sending it by email, addressed to the Insured at the last email address for the Insured on file with the Corporation. The Insured consents to the receipt of notices in electronic form and acknowledges that any notice given in such form will be considered in "writing". Such consent to receive notices from the Corporation electronically is valid until revoked by the Insured by sending an email message to mailbox@masc.mb.ca, by telephoning or by attending in person at the corporate insurance office or any local insurance office of the Corporation. In the event of disruption or threatened disruption of regular mail services by strike or threatened strike, all notices shall be given, at the discretion of the Corporation, either by actual delivery to the Insured, or by email pursuant to the aforesaid method, or by publishing such notice in The Manitoba Co-operator or other newspaper of general circulation in Manitoba, or by the posting thereof on the Corporation's public website at www.masc.mb.ca. Any notice given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof; and if given by mail, email, or by publication as aforesaid, shall be conclusively deemed to have been given five days after the mailing or emailing by the Corporation to the Insured (whether or not the Insured has received or retrieved the notice), or on the date of publication.