

Sample Beekeeper / Grower Contract

Draft Pollination Agreement
(For Consideration of Legal Counsel)

This agreement is made _____

between _____ (date)

_____, afterwards called grower, and

(grower's name)

_____, afterwards called beekeeper.

(beekeeper's name)

1. TERM OF AGREEMENT: This agreement involves the 20____ growing season.

2. RESPONSIBILITIES OF BEEKEEPER

- Beekeeper will supply grower with _____ bee hives delivered to _____ (name or orchard or field) for pollination during the applicable growing season as follows: (Fill in appropriate lines and cross out those that do not apply.)

Approximate date: _____

_____ days after written notice from the grower.

Time in relation of amount of crop bloom:

Description of hive placement in field:

- Beekeeper will provide hives of the following minimum standards:

A laying queen and:

_____ frames with brood and bees to cover

_____ pounds of honey stores or other food

_____ -story hives

Grower may inspect hives after giving reasonable notice to beekeeper of his intent.

- Beekeeper will maintain hives in proper pollinating condition by inspecting, feeding, medicating, or treating for mites as needed.
- Beekeeper will leave bees on the crop until: (Fill in appropriate lines and cross out those that do not apply.)

Approximate date: _____

_____ days after written notice from the grower

Time in relation to amount of crop bloom:

Other: _____

Beekeeper will, absent any other notice, remove hives no later than midnight on _____ (date).

- Beekeeper is not responsible and, as a condition of this agreement, will be held harmless for inherent risk of bee stings to people, animals, or livestock.

3. RESPONSIBILITIES OF GROWER

- Grower will provide a suitable place to locate hives. The site must be accessible to beekeeper's vehicles. Grower will allow beekeeper entry whenever necessary to service the bees, and grower assumes full responsibility for all loss and damage to his fields or crops resulting from the use of vehicles over agreed routes in servicing bees.
- Grower will not apply **highly toxic** pesticides to the crop while the bees are being used as pollinators nor immediately before their arrival if residues will endanger the hives. The following agricultural chemicals and methods of application are mutually agreeable while bees are on the crop: _____

Grower will notify beekeeper 24 to 48 hours in advance if hazardous materials not listed above will be used. Grower will pay for the cost of moving bees away from and back to the crop to prevent damage from highly toxic materials on the crop being serviced or on adjacent crops.

- Grower will compensate beekeeper in full for hives destroyed or severely weakened by pesticides or other action by the grower at a rate per hive to be determined by arbitration (see section 5), or,

if loss is undisputed, beekeeper will be compensated by grower at the rate of \$ _____ per hive.

- Grower will pay for pollination services of _____ hives of bees at \$ _____ per hive. Payment will be made to the beekeeper as follows: \$ _____ per hive on delivery and the balance on or before _____ (date). Additional moves will cost grower \$ _____ per hive per move.
- Grower will provide adequate sources of water for the bees if none is within one-half mile of each hive.
- As a condition of this agreement, grower agrees to hold beekeeper harmless from any and all claims of injury or damage to person or property which might arise from beekeeper's performance of this agreement between beekeeper's placement and removal of hives from grower's fields or orchards.

4. PERFORMANCE Either party will be excused from obligations of this contract if, before delivery of hives, performance is prevented by events beyond their control. Notification will be given to the other party as soon as reasonably possible.

5. ARBITRATION If any controversy arises between parties, it will be settled by arbitration. Each party, within 10 days, will appoint one arbitrator, and the two arbitrators will select a third, and the decision of any two arbitrators will be binding on the parties. Cost of arbitration will be divided equally between the two parties.

6. ASSIGNMENT OR TRANSFER This agreement is not assignable or transferable by either party, except that the terms will be binding on a successor by operation of law.

IN WITNESS WHEREOF, the undersigned parties have made this agreement,

Grower _____
By _____
Address _____
Beekeeper _____
By _____
Address _____