

Pollination Agreement

This contract is made between _____, (GROWER) and Back Forty Bees LLC (BEEKEEPER).

1) PAYMENT TERMS

- a) GROWER will pay for pollination services of
 - i) _____ hives of bees
 - ii) at the rate of \$_____ per hive.
 - iii) For a total of \$_____.
 - iv) Payment will be made to the BEEKEEPER as follows: 50% of the cost per hive on delivery and the balance on or before halfway through the pollination period.

2) POLLINATION PERIOD

- a) Hives delivery date (+/- 2 days): _____
- b) Hives removal date (+/- 2 days): _____

3) POLLINATION LOCATION

- a) Hives to be delivered to (address; Google maps link; lat/long):

- b) Description of location(s): _____
 - i) Note, it is preferred to note the location(s) on an areal photo of the field/orchard(s).

4) RESPONSIBILITIES OF THE BEEKEEPER

- a) BEEKEEPER shall locate hives per directions of the GROWER, or, if none are given, according to his judgment and preference. Once placed, additional moves will cost GROWER \$10 per hive per move with a \$100 minimum charge.
- b) BEEKEEPER agrees to provide hives of the following minimum standards:
 - i) A laying queen
 - ii) 4 medium frames with brood with bees to cover
 - iii) 4 medium frames with bees to cover and food stores
 - iv) Empty supers for hive growth
 - v) GROWER may request an inspection of 5% of hives after notifying the BEEKEEPER 4 days in advance.
- c) BEEKEEPER agrees to maintain the bees in proper pollinating conditions by inspection and supering as needed.
- d) BEEKEEPER shall have the right to harvest bees and/or bee brood from hives while they are under this contract. In no case shall BEEKEEPER remove more than 25% of the bees and/or brood.

5) RESPONSIBILITIES OF THE GROWER

- a) GROWER will provide a suitable place to locate hives. The site must be accessible to BEEKEEPER's vehicles.
- b) GROWER will allow BEEKEEPER entry whenever necessary to service the bees.
- c) GROWER assumes full responsibility for all loss and damage to fields or crops resulting from the use of vehicles over agreed routes in servicing bees.
- d) GROWER will follow all pesticide labels according to the law and best practices. GROWER agrees to properly dispose of all pesticide solutions such that bees will not be able to contact the pesticide solution while searching for water. GROWER will notify BEEKEEPER 48 hours in advance if hazardous materials will be used on the crop being serviced or on adjacent crops, buffers, or hedgerows.
- e) GROWER will compensate BEEKEEPER in full for hives destroyed or severely weakened (death of 50% or more of adult bees) by pesticides or other action by the GROWER at the rate of \$250 per hive. Payment shall be made no less than 14 days of each destroyed or weakened hive.
- f) GROWER will provide adequate sources of water for the bees if none is within ½ mile of each apiary.
- g) GROWER agrees to indemnify and 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.
- h) GROWER agrees BEEKEEPER is not responsible and will be held harmless for the inherent risk of bee stings to people, animals, or livestock

- i) GROWER will undertake reasonable efforts to ensure the security of the hives from theft or damage.
- 6) **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.
- 7) **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. The cost of arbitration will be divided equally between the two parties.
- 8) **Contact Information**
 - a) **GROWER Information:**
 - i) Home phone number: _____
 - ii) Cell phone number: _____
 - iii) Email address: _____
 - iv) Mailing address: _____
 - b) **BEEKEEPER Information:**
 - i) Cell phone number: 757.903.7816
 - ii) Email address: honey@backfortybees.com
 - iii) Mailing address: 304 Back Forty Loop, Williamsburg VA 23188
- 9) **EMERGENCY CONTACT INFORMATION** – in the event the GROWER or BEEKEEPER cannot be reached.
 - a) Name and relationship to GROWER: _____
 - i) Cell phone number: _____
 - ii) Email address: _____
 - b) Name and relationship to BEEKEEPER: Allison Cole (wife)
 - i) Cell phone number: 757.645.8447
 - ii) Email address: donaldjcole@yahoo.com
- 10) **ASSIGNMENT OR TRANSFER.** This agreement is not assignable or transferable by either party, except that the terms hereof shall be binding upon a successor by operation of law.
- 11) The parties hereto have executed this agreement the day and year below.

GROWER

BEEKEEPER

Signature

Signature

Printed Name

Donald Cole
Printed Name

Date

Date