

# POLLINATION AGREEMENT

This agreement is made \_\_\_\_\_ (date) between

\_\_\_\_\_, (grower's name) hereinafter called the grower

and

\_\_\_\_\_, (beekeeper's name) hereinafter called the beekeeper.

1. **TERM OF AGREEMENT.** The term of this agreement shall be for the \_\_\_\_\_ (year) growing season.

## 2. RESPONSIBILITIES OF THE BEEKEEPER

a. The beekeeper shall supply the grower with

a minimum of \_\_\_\_\_ hives (colonies) of bees

to be delivered to \_\_\_\_\_ (name of  
orchard/farm/field.)

Approximate date: \_\_\_\_\_

Expected time of crop bloom:  
\_\_\_\_\_

Description of location(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b. The beekeeper shall locate said bees in accordance with directions of the grower, or, if none are given, according to his or her judgment so as to provide maximum pollination coverage.

c. The beekeeper agrees to provide colonies of the following minimum standards: A laying queen with the following:

\_\_\_\_\_ frames with brood with bees to cover

\_\_\_\_\_ pounds of honey stores or other food

d. The grower shall be entitled to inspect, or cause to be inspected, each colony of bees after giving reasonable notice to the beekeeper of this intent.

e. The beekeeper agrees to maintain the bees in proper pollinating conditions by judicious inspection and supering or honey removal as needed.

f. The beekeeper agrees to leave the bees on the crop until either:

approximate date: \_\_\_\_\_ days after written notice from the grower;

or

an agreed-upon period of time, duration specified here: \_\_\_\_\_

or

after an agreed-upon percent of the crop has bloomed, percent specified here:  
\_\_\_\_\_

g. 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 THE GROWER

a. 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 fields or crops resulting from the use of vehicles over agreed routes in servicing bees.

b. If the grower places beekeeper's colonies on the crop, grower assumes full responsibility for all loss and damage to colonies resulting from moving colonies to the crop

c. Grower will follow all pesticide labels according to the law. Grower will not apply pesticides that are labeled as toxic to bees to the crop while the bees are being used as pollinators, nor immediately before their arrival if residual applications are toxic.

The following agriculture chemicals and methods of application are mutually agreeable while bees are on the crop:

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d. Grower will notify beekeeper 24 to 48 hours in advance if hazardous materials not listed above will be used on the crop being serviced or on adjacent crops, buffers, or edge-rows.

e. 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 or, if loss is undisputed, beekeeper will be compensated by grower at the rate of \$65 per hive.

f. Grower will pay for pollination services of \_\_\_\_\_ hives of bees at the rate of \_\_\_\_\_ per hive for a total of \$\_\_\_\_\_.

Payment will be made to the beekeeper as follows:

\_\_\_\_\_ per hive on delivery

and

the balance on or before \_\_\_\_\_ (date).

g. Additional moves will cost grower \_\_\_\_\_ per hive per move.

h. Grower will provide adequate sources of water for the bees if none is within ½ mile (0.8 km) of each apiary.

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.



3. **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. CONTACT INFORMATION FOR THE GROWER AND BEEKEEPER.

### **Grower:**

Home phone number: \_\_\_\_\_

Cell phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_

### **Beekeeper:**

Home phone number: \_\_\_\_\_

Cell phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_

6.. **EMERGENCY CONTACT INFORMATION** – in the event the grower or beekeeper cannot be reached.

Name and relationship to grower:

Home phone number: \_\_\_\_\_

Cell phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_

Name and relationship to beekeeper: \_\_\_\_\_

Home phone number: \_\_\_\_\_

Cell phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Grower

\_\_\_\_\_ Beekeeper