

# JONES FAMILY BEE REMOVAL



*Save the Bees, Save the world*

## **Removal of Honeybee Contract**

### **Jones Family Bee Removal**

This Agreement is between \_\_\_\_\_ ("Client") and Jones Family Bee Removal ("Company")(collectively the "Parties", or in the singular "Party"), for the purpose of Client hiring Company as a professional beekeeper and remover of honeybees. This Agreement shall become effective upon the date of both Parties' signatures below.

### **Parties**

#### **Company**

Jones Family Bee Removal

[dermot@jonesfamilyhoney.com](mailto:dermot@jonesfamilyhoney.com)

(510) 882-3612

[jonesfamilyhoney@gmail.com](mailto:jonesfamilyhoney@gmail.com)

#### **Client - Property Owner**

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## **Payment**

Total Amount of Honeybee Removal Services: \_\_\_\_\_

Reservation Fee Due at Signing: \_\_\_\_\_

Final Payment Due By: \_\_\_\_\_

## **Service Fulfillment**

Date: TBD

Location: \_\_\_\_\_

## **Terms and Conditions**

### 1. Scope of Services

Company shall provide Client with following services:

- Honeybee Removal

### 2. Fees and Retainer

Client shall reserve the time and date of services by signing and return this contract with a nonrefundable, reservation fee equal to 10% of the entire fee ("Reservation Fee"). No date is reserved on Company's calendar for honeybee removal until the Agreement and Reservation Fee are received. The balance due for honeybee removal must be paid by end of on Project Date before , or by (Project Date - TBD) 11:59 PM. Any invoice not paid in full by (Project Date - TBD) , 11:59 PM, will be charged a \$75.00 late fee and will accrue an additional 1% of unpaid invoice amount everyday thereafter.

The charges in this Agreement are based on Company's current pricing at the time of booking. The price list is adjusted periodically, and future bookings will be charged at the prices in effect at the time. Clients understand and agree that they cannot downgrade their services and price agreed to within this Agreement after booking, but may upgrade at any time with express, written consent of all Parties.

### 3. Damage or Disassembly of Property

Client understands and agrees to relieve Company of any and all liability of damages/disassembly made to Property to perform honeybee colony removal.

Client understands and agrees that Company may disassemble any structure containing the honeybee colony or will coordinate with the Client or Clients repairman as necessary to disassemble any structure needed to remove the honeybee colony. The Company will make every effort to minimize damage to Property. Disassembly of Clients Property may include, but is not limited to, disassembly of, or damage to, parts of walls, floors, ceilings, roof, interior structures, exterior structures, trees or other structures, to ensure maximum removal of the honeybees and comb.

Client understands and agrees to release Company of any and all liability of repairs to property structures that may be disassembled or damaged while performing honeybee colony removal. Client understands and agrees that all repairs are solely its responsibility.

### 4. Release of Liability

Company agrees to assume all risk of injury or harm as a result of services rendered and specified above and releases Client of any and all liability should any injury or damage occur to Company, Company's employees or Company's equipment.

Client agrees and understands it is responsible for restricting areas in which Company will be performing its removal services and agrees to assume all risk of injury or harm, releasing Company of any and all liability should Client or Client's agents, including family, friends, or other third-parties, receive a honeybee sting during or after honeybee removal services.

### 5. Service Price Adjustments/Additional Fees

The Client understands and agrees that total price of services are subject to adjustments and all invoices are subject to additional fees. Initial invoice includes estimated removal services amount, final invoice amount may increase depending on degree of difficulty and additional time required to complete services. Client agrees and understands that an additional fee of \$800 will be charged for evident of current or past rodent infestations and/or use of pesticides to cover Company's equipment replacement.

#### 6. Working Conditions

Client shall ensure Company is able to use drive way of project location to maintain easy and quick access to needed equipment. If no driveway is available, Client shall ensure Company is able to park at the closest point of project location. Client is responsible for obtaining authorization to occupy the location for the service, including additional time for prep prior to the service and clean up after rendered services. If proper authorization is not obtained, Client is responsible for any costs incurred relating to trespassing violations. Client understands and agrees that it is responsible for providing Company with means to dispose of trash and recycling collected due to services rendered on property. Client understands and agrees that it is responsible for providing Company with adequate A/C whiling working indoors and weather temperatures exceed 80 degrees Fahrenheit.

#### 7. Model Release

This Agreement serves as a model release giving Jones Family Bee Removal the irrevocable right to use photographs of the location by Company on its smartphone for marketing, advertising, trade, promotion, exhibition, or any other lawful purposes.

#### 8. Honeybees, Colony, Comb and Honey

Client agrees that the honeybees, colony, comb, and honey become the property of the Company upon removal. The Client upon prior request may retain the Honeybee Colony for themselves and receive needed equipment to house colony from Company for an additional fee.

#### 9. Travel Fees

Client agrees to pay the Company a travel fee of \$150-\$300 for travel extending beyond 30 miles of the zip code 94509. Any travel extending beyond 60 miles of the zip code 94509 shall incur additional fees for transportation, lodging and per diems for each travel day to be determined by Company and invoiced to Client.

## 10. Harassment

In the event Company experiences or is made aware of an inappropriate, threatening, hostile, or offensive behavior from Client at any time during the contractual period or from any person at project location (including, but not limited to, unwelcome sexual advances, verbal or physical conduct of a sexual nature, or physical or verbal harassment related to race, sex, creed, color, marital status, sexual orientation, family status, and/or disability), Company will terminate services immediately and/or leave the property, and this Agreement shall be deemed terminated. Upon termination due to harassment, Company shall be entitled to retain all monies paid and Client agrees to relieve and hold Company harmless as a result of incomplete services.

## 11. Safe Working Environment

Client understands and agrees that Company maintains a safe work environment at all times and complies with all health and safety laws, directives and rules and regulations. Client further understands and agrees that during services, Client and Client's agents shall not carry weapons or firearms, be exposed to severe illness, or request the Company to do anything illegal or unsafe. Further, Company will not provide services in any location or area deemed to be unsafe in its sole discretion, including, but not limited to, areas affected by communicable diseases, quarantined areas, wildfires, avalanches, or other similar occurrences. In the event any of these circumstances arise, Company reserves the right to end services immediately and/or terminate this Agreement. Company shall be entitled to retain all monies paid and Client agrees to relieve and hold Company harmless as a result of incomplete services.

## 12. Indemnification

Client shall indemnify, release, discharge and hold harmless Company, its heirs, legal representatives, assigns, employees, contractors, or any persons or corporations acting under permission or authority of the Company from and against any and all losses, damages, liabilities, and expenses and costs, including reasonable legal expenses and attorneys' fees, to which Company may become subject as a result of any claim, demand, action or other legal proceedings by any third-party to the extent such losses arising directly or indirectly out of activities performed by Company pursuant to this Agreement, except to the extent such losses result from the gross negligence, willful misconduct, or intentional acts of Company.

## 13. Maximum Damages

The sole remedy for any actions or claims shall be limited to a refund, the maximum amount not to exceed the total monies paid by Client under this Agreement. Liability for a partial loss of services shall be prorated based on the percentage of total fee under this Agreement.

#### 14. Limitation of Liability

In no event shall Company be liable under this Agreement to Client or any other third-party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, arising out of, relating to, or in connection with any breach of this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not Client was advised of such damages, and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

#### 15. Force Majeure

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control that are unforeseen and unpredictable at the time of contracting, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give Notice within 10 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 days following Notice given by it, the other Party may thereafter terminate this Agreement upon Notice. The Retainer and all other payments made by Client up to the date of Notice of a Force Majeure Event are non-refundable. In the event this Agreement is terminated due to the impossibility of the Impacted Party to cure its performance obligations, such payments shall be credited to Clients' account and must be used within 6 months from the date of Notice of the Force Majeure Event.

#### 16. Cancellation of Services by Company

In the event Company determines, in its sole discretion, that it cannot or will not perform its obligations under this Agreement due to circumstances including, but not limited to, injury, illness, death of family member, military, religious obligations, or other personal emergencies, it will:

1. Immediately give notice to Client;
2. Issue a refund or credit based on a reasonably accurate percentage of services rendered; and
3. Excuse Client of any further performance and/or payment obligations under this Agreement.

#### 17. Transaction Fee

Should any Transaction Fee be imposed on any part of this Agreement, such fee shall be collected from Client and remitted by Company. All transaction fees will be included on invoices, and are non-refundable. Transaction fees are applied to all invoices for the convenience of Client to pay with any major credit card. Client can avoid incurring a transaction fee by paying with the following alternative options: Check or Zelle.

#### 18. Entire Agreement

This is a binding Agreement that incorporates the entire understanding of the Parties, supersedes any other written or oral agreements between the Parties, and any modifications must be in writing, signed by both Parties, and physically attached to the original agreement.

#### 19. Venue & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. The Parties agree that any dispute or lawsuit arising out of, or concerning, this Agreement that is not first resolved by arbitration shall be resolved exclusively in a federal or state court of competent jurisdiction located in Contra Costa County, California. The Parties assume responsibility for their own collection costs and legal fees incurred should enforcement of this Agreement should it become necessary.

#### 20. Arbitration

Any and all disputes or disagreements rising between the Parties out of this Agreement upon which an amicable understanding cannot be reached, shall be decided by arbitration in accordance with the procedural rules of the American Arbitration Association. The Parties agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall take place in Contra Costa County, California, unless another location is mutually agreed to by the Parties.

The cost and expenses of the arbitrators shall be shared equally by the Parties. Each Party shall be responsible for its own costs and expenses in presenting the dispute for arbitration.

#### 21. Severability & No Waiver

In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both Parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this Agreement.

#### 22. Transfer

This Agreement cannot be transferred or assigned to any third-party by either the Company or Client without written consent of all Parties.

#### 23. Headings

Headings and titles are provided in this Agreement for convenience only and will not be construed as part of this Agreement.

#### 24. Counterparts & Facsimile Signatures

A copy of this Agreement may be executed by each individual/entity separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete agreement between the Parties. The Parties agree that a facsimile copy (electronic copy) of this Agreement, which contains the Parties' signatures, may be used as the original.

#### Signatures

Each Party has read, understands, and agrees to the terms and conditions of this Agreement.