

Agreement for Removal of Honeybees

The Property Owner identified below authorizes the Beekeeper identified below to remove colony(ies) of honeybees from the property identified below.

The Beekeeper will make the best effort to remove all comb to ensure no honey or brood remain to attract pests or cause damage. No warranty or guarantee is made or implied regarding the complete elimination of honeybee infestation or the risks associated with future honeybee infestations. The Beekeeper will make the best effort to remove as many honeybees from the property as possible. 100% removal of all honeybees belonging to this particular colony may not be possible because a portion of the colony will be out collecting nectar and pollen. When these bees eventually return to the hive location to find their colony missing, they usually disperse within 24-48 hours. In order to attract these residual bees away from the cavity formerly occupied by the bees and to clean out any residual honey remaining the cavity, the beekeeper may leave a beehive at the site for a day or two after the removal is complete.

The Beekeeper relieves the Property Owner of any liability should an accident occur causing injury to the Beekeeper or damage to his equipment while performing honeybee removal services provided such injury is not the result of the Property Owner's negligence or deliberate act.

The Beekeeper may either disassemble the structure containing the honeybee colony or will cooperate with the Property Owner's or his or her repairman as necessary to remove the honeybee colony. The Beekeeper will make the best effort to minimize damage to the structure.

The Property Owner understands that honeybee colony removal may require disassembly of, or damage to, parts of walls, floors, ceilings, roof, interior, exterior, tree, or other parts of the honey-bee-inhabited structure or cavity in order to remove the honeybees and honeycomb from the cavity.

The Property Owner understands that the Beekeeper will not perform repairs nor be held responsible for any repair work required resulting from the honeybee colony removal effort or from accidental damage. The Property Owner understands that all repairs are his or her responsibility. The Property Owner understands that his or her repairman performing the repairs must promptly seal up the cavity and cavity entrance properly to ensure that no other colony of honeybees will find and inhabit the same location in the future. It is the Property Owner's sole responsibility to communicate this information to the repairman.

The Property Owner understands he or she is urged to obtain an estimate of repair costs prior to the commencement of honeybee removal. The Beekeeper will consult with the repairman at no charge to ensure the repairman knows what the Beekeeper expects to do.

The Property Owner understands that the honeybee removal process may require multiple visits to complete. The Beekeeper will make the best effort to complete the removal expeditiously.

The Property Owner understands that the honeybee colony, comb, and honey become the property of the Beekeeper once the removal process begins.

The Property Owner relieves the Beekeeper of any liability should any person on or near the property receive a honeybee sting during or after the honeybee removal process and will take necessary steps to restrict access to the removal site.

The Property Owner will not apply any pesticides or other harmful substances on or near the honeybee colony or on any blooming plants on the property until after the Beekeeper reports that the removal work is complete.

The Property Owner has applied the following pesticides on the following approximate dates:

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The Property Owner agrees to pay the Beekeeper for the removal services in the amount specified in the estimate the amount may be more depending on the degree of difficulty and time required to complete the job. Payment in full is due when the removal procedure is complete.

Unresolved disputes, except for non-payment of fees, shall proceed to binding arbitration conducted in accordance with the construction industry rules of the American Arbitration Association, except that the parties shall select an arbitrator who is familiar with the related profession. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as would a court and shall follow the substantive rules of law. The Beekeeper's liability for error and omissions in the execution the scope of work is limited to a refund of fees paid.

Name of Property Owner _____

Property Location and Description _____

Property Owner Phone Number _____

Property Owner Signature _____

Name of Beekeeper Jones Family Bee Removal (Dermot L Jones)

Beekeeper Phone Number 510.882.3612

Beekeeper Signature _____