

Beekeeper/Grower Contract for Pollination

Allen County Beekeepers Association, Inc.

No. _____ Date: _____

Crop Pollination Beekeeper/Grower Contract

This agreement is made on the date of _____ between
(Grower) _____, afterwards called
GROWER, and (Beekeeper) _____, afterwards called
BEEKEEPER.

1. Terms of agreement for crop producing year _____

2. Responsibilities of BEEKEEPER

a. BEEKEEPER will supply grower with _____ bee hives delivered
to, and set up on location at (address) _____

for the growing season as follows:

Date hives to be moved in: _____

Date hives to be moved out: _____

Amount of crop bloom: _____

Description of hive placement in relationship to field: _____

b. BEEKEEPER will provide hives of the following minimum standards:

Frames with brood and bees to cover _____ frames

Pounds of stored honey _____

Story hives deep/shallow supers _____

GROWER may inspect hives after giving reasonable notice to BEEKEEPER of
his/her intent.

c. BEEKEEPER will maintain hives in proper pollinating condition by
inspecting, feeding and medicating as needed.

d. BEEKEEPER will leave bees on crop until _____

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

f. The Allen County Beekeepers Association shall not be held responsible for
risk of bee stings to people, animals and livestock.

3. Responsibilities of GROWER

a. GROWER will provide a place to locate hives, accessible to BEEKEEPER vehicles, GROWER will allow BEEKEEPER to enter whenever necessary to service bees, and GROWER assumes full responsibility for all loss and damage to his/her field or crops resulting from the use of vehicles over agreed routes in servicing bees. BEEKEEPER will use designated route to access bees as agreed upon by GROWER and BEEKEEPER.

b. 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 crop:

_____ Method: _____

_____ Method: _____

c. 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.

d. GROWER will compensate BEEKEEPER in full for hives destroyed or severely weakened by pesticide or other action by 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.

e. GROWER will pay for pollination service of _____ hives of bees at \$_____ per hive. Payment will be made to BEEKEEPER as follows:

\$_____ per hive on delivery and the balance on or before _____(date). Additional moves will cost GROWER \$_____ per hive move.

f. _____(GROWER or BEEKEEPER) will provide sources of water for the bees if none is within one-half mile of each hive.

g. As a condition of this agreement, GROWER agrees to hold BEEKEEPER harmless and the Allen County Beekeepers Association, 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.

4. Performance

a. Either party will be excused from obligation 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

a. 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

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

7. Test Crop Sampling

a. The crop GROWER gives his/her permission for BEEKEEPER or the Allen County Beekeepers Association to do crop pollination analysis on crops, which includes crop observations, testing and measurements on crop growing progress and pollination results, also crop samples of produced product taken to study, chart and graph seed sets and crop status as related to crop pollination, photographs, monitoring devices for crop status.

b. GROWER agrees to allow a test area be enclosed to provide a base line measurement of their pollinated crop. This not to exceed a 10ft X 10ft caged in area, to prevent bees from entering this part of crop.

c. GROWER agrees to answer and participate in the Crop Pollination Survey analysis report, to be filled out by BEEKEEPER.

d. GROWER, after completion of this report, will get a copy and charts, graphs and studies on his/her crop at no cost to him/her, and a complete summary will be provided to GROWER at no cost.

e. GROWER is entitled to a copy of all study material from his/her crop, and a copy of this contract. All graphs, charts, test sample data to be included.

f. GROWER can participate in activities of the Allen County Beekeepers

Association at no cost to him/her, including classes on crop pollination, beekeeping and other training classes for the duration of this contract, or the listed crop season herein.

g. GROWER will receive a copy of the Allen County Beekeepers Association newsletter at no cost to him/her for the duration of this contract, or the listed crop season herein.

h. In signing this agreement you give permission for the Allen County Beekeepers Association to use all information, photos, data, study results, etc., to be compiled in published form.

This agreement in witness whereof, the undersigned parties have made this agreement:

GROWER _____ Date _____

Address _____

BEEKEEPER _____ Date _____

Address _____

Date copy filed with the Allen County Beekeepers Association _____
(Copy to Secretary)

In addition, any State, Local and Federal laws shall be observed by both parties in this agreement.

GROWER's phone: _____

GROWER's email: _____

BEEKEEPER's phone: _____

BEEKEEPER's email: _____

Any information on this agreement can be obtained from the Allen County Beekeepers Association by written notice, and agreement by both signed parties.

ACBA reviewed date: _____