

## Sample Pollination Services Contract

*This sample contract is provided as a service and is not a substitute for legal advice.*

This agreement dated \_\_\_\_\_ is made between the following parties:

**Beekeeper's name:**

**Grower's name:**

\_\_\_\_\_

| CONTACT INFORMATION     |           |        |
|-------------------------|-----------|--------|
|                         | Beekeeper | Grower |
| Mailing address:        |           |        |
| Phone number(s):        |           |        |
| Emergency phone number: |           |        |
| Email address:          |           |        |

### The parties agree to the following terms

| CROP AND COLONY OVERVIEW   |    |  |    |
|--|----|--|----|
| This agreement involves the 20__ growing season  |    |  |    |
| Crop to be pollinated by honey bee colonies. This agreement is for crop varieties that are in flower.  |    |  |    |
| Address and/or GPS coordinates of orchard/field where the hives will be placed   |    |  |    |
| Date of colony placement*  |    | Date of colony removal*  |    |
| * If actual flowering dates differ from dates above, the grower will provide __ hours notice to the beekeeper regarding when colonies should be placed and removed |    |  |    |
| No. of hives rented  |    | Price of a standard hive rental  | \$ |
| Total anticipated rental price   | \$ | Date(s) on which the rental fee is payable to the beekeeper  |    |
| Describe in detail or illustrate the colony placement in the orchard   |    |  |    |
| The grower will provide right of entry at all times to beekeepers visiting the property so that s/he can manage colonies   |    | <input type="checkbox"/> Yes <input type="checkbox"/> No   |    |
| Before services are provided, the beekeeper will locate a holding yard to place colonies in the event that they require movement to avoid a pesticide spray        |    | <input type="checkbox"/> Yes <input type="checkbox"/> No   |    |
| A water source will be provided to the honey bee colonies by the following party   |    | <input type="checkbox"/> Beekeeper <input type="checkbox"/> Grower<br><input type="checkbox"/> No water will be provided |    |
| The grower and beekeeper agree to comply with all applicable federal, state and local laws, including pesticide label restrictions designed to protect bees.       |    |  |    |

The **beekeeper** agrees to provide colonies of the following standards:

| COLONY STATUS OF A STANDARD HIVE  |     |
|---|-----|
| Colony configuration (2 deeps, 1 deep, etc.)  |     |
| Minimum frames of bees in each hive   |     |
| Minimum frames of brood in each hive  |     |
| Pounds of food stores   | lbs |
| Presence of a laying queen  |     |
| Colonies are free of American Foulbrood   |     |
| The beekeeper agrees to open and demonstrate the health and status of colonies randomly selected by the grower at least one (1) time following placement of the hives and thereafter as reasonably requested by the grower. |     |
| The beekeeper will maintain colonies in good pollinating condition by providing feed, medication, and mite treatments as needed   |     |

The **grower** agrees to the following responsibilities:

| GENERAL RESPONSIBILITIES  |  |
|---|--|
| The grower will provide a suitable place(s) for the hives that are accessible by truck or other vehicles  |  |
| The grower will hold the beekeeper harmless from any and all claims of injury or property damage arising from beekeeper's performance of this contract, including but not limited to, claims arising from bee stings to animals or people, and claims for field or crop damage or loss resulting from the use of beekeepers vehicle(s). |  |

| MINIMIZING RISK OF PESTICIDE EXPOSURE  |  |
|--|--|
| The following pesticides or agricultural chemicals are mutually agreed to be used while the bees are on the crop:  |  |
| 1.   | 2.   |
| 3.   | 4.   |
| 5.   | 6.   |
| 7.   | 8.   |
| 9.   | 10.  |
| The beekeeper will be notified of an application of a pesticide in this above list   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| The beekeeper will be notified at the emergency contact (number/email address) provided above of an application of a pesticide that is not included in this above list   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| The number of hours notice the grower agrees to give the beekeeper before a pesticide is applied to a crop (e.g., 48 hrs)  | hrs  |
| If a pesticide not included in the above list will be applied during pollination, the grower shall assume the costs to move the colonies away from and back to the crop. State the cost of moving colonies   | \$   |
| The grower will compensate the beekeeper for any colonies that died from acute pesticide poisoning events while present or within one month of pollinating this crop. Cause of death must be verified by the state apiculturist, state inspector, or Department of Environmental Conservation. State the cost of compensation per colony | \$   |
| The grower will dispose of all pesticide products in a manner that bees will not be able to contact it while searching for a source of water   |  |

Additional agreements:

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| ADDITIONAL CONSIDERATIONS   |  |
|---|--|
| Prior to placing colonies for pollination, either party can terminate this contract should events occur beyond his/her control that prevent him or her from fulfilling the obligations as outlined (e.g., unexpected colony deaths, unexpected damage or disease of crops, etc.).   |  |
| If disputes arise that cannot be resolved through communication or small claims court, they will be settled by arbitration. Either party may request arbitration by providing written notice to the other at the contact information provided above by certified mail, return receipt requested. Within 10 days of receipt of such written request, each party will select one arbitrator and the two arbitrators will select a third. After reviewing the case, the decision of any two arbitrators will be binding. Cost of arbitration will be equally divided between the two parties. This contract shall be governed by New York law. |  |

Signature of beekeeper: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of grower: \_\_\_\_\_

Date: \_\_\_\_\_