

# POLLINATION AGREEMENT

This agreement is made \_\_\_\_\_ 19\_\_\_\_ between  
\_\_\_\_\_,hereinafter called the grower  
and \_\_\_\_\_,hereinafter called the beekeeper.

## 1. Term of Agreement.

The term of this agreement shall be for the \_\_\_\_\_ growing season.

## 2. Responsibilities of the Beekeeper

a. The beekeeper shall supply the grower with \_\_\_\_\_ hives (colonies) of bees to be delivered to the  
(Cucumber, watermelon field, etc) \_\_\_\_\_ as follows:  
(Fill in the appropriate line or lines and cross out those that do not apply).

Approximate date: \_\_\_\_\_ days after written notice from the grower.

Time in relation of amount of crop bloom: \_\_\_\_\_

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

\_\_\_\_\_  
(if additional space is needed, attach separate sheet dated and signed by both parties.)

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

b. 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.

\_\_\_\_\_ story hives.

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.

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

d. The beekeeper agrees to leave the bees on the crop until:(Fill in the appropriate line or lines and cross out those that do not apply)

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

Time in relation to amount of crop bloom: \_\_\_\_\_

\_\_\_\_\_ days after written notice from the grower.

Other: \_\_\_\_\_

## 3. Responsibilities of the Grower

a. The grower agrees to provide a suitable place to locate the hives. The site must be accessible to a truck and other vehicles used in handling and servicing the colonies. The grower shall allow the beekeeper entry on the premises whenever necessary to service the bees, and the grower assumes full responsibility for all loss and damage to his fields or crops resulting from the use of trucks or other vehicles in handling and servicing such bees.

# POLLINATION AGREEMENT (Continued)

## 3. Responsibilities of the Grower (Continued)

- b. The grower agrees not to apply highly toxic pesticides to the crop while the bees are being used as pollinators nor immediately prior to their movement if the residue would endanger the colonies. The following pesticide materials, other agricultural chemicals, and methods of application are mutually agreed to be suitable while the bees are on the crop:

The grower agrees to notify the beekeeper if hazardous materials not listed are to be used. The cost of moving the bees away from and back to the crop to prevent damage from highly toxic materials shall be borne by the grower.

- c. The grower agrees to pay for \_\_\_\_\_ colonies of bees at the rate of \$\_\_\_\_\_ per colony. Payment shall be made to the beekeeper as follows:

\$\_\_\_\_\_ per colony on delivery and the balance on or before \_\_\_\_\_ of said year. Additional moves or settings shall require \$\_\_\_\_\_ per hive per move.

- d. The grower agrees to provide adequate watering facilities for the bees if none are available within one-half mile of each colony used in pollinating the crop.

## 4. Performance.

It is understood and agreed that either party to this agreement shall be excused from the performance hereof in the event that, prior to delivery of the colonies, such performance is prevented by causes beyond the control of such party.

## 5. Arbitration.

If any controversy shall arise hereunder between the parties hereto, such controversy shall be settled by arbitration. Each party within 10 days shall appoint one arbitrator, and the two so named shall select a third, and the decision by any two such arbitrators shall be binding upon the parties hereto. The cost of such arbitration shall be divided equally between the parties.

## 6. Assignment or Transfer.

This agreement is not assignable or transferable by either party, except that the terms hereof shall be binding upon a successor by operation of law to the interest of either party.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement the day and year above.

\_\_\_\_\_  
Grower

\_\_\_\_\_  
Beekeeper

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(address)

\_\_\_\_\_

\_\_\_\_\_