

2. GROWER'S RESPONSIBILITIES

- a. The grower shall provide a location for the colonies that is accessible to the beekeeper and associated vehicles whenever it is necessary to work with the bees, including access to locked property if hives are placed therein.
- b. The grower shall provide a source of water for the bees, if none is available within one-half mile from the colonies as follows: _____.
- c. The grower agrees to inform the beekeeper within not less than ____ hours if materials hazardous to bees are to be applied to the crop during the duration of the contract. The grower agrees to not apply the following pesticides/fungicides to the target crop for the duration of the contract or within ____ days prior to the placement of the hives: none specified.
- d. The grower agrees to pay \$_____ per colony per set for ____ colonies of bees. Total payment to the beekeeper shall be \$_____.

Payment to the beekeeper shall be made as follows: \$ _____ within ____ days of hive delivery, with the balance due within ____ days of hive removal or as follows: _____.

- e. The grower agrees to pay the beekeeper an additional \$_____ per hive for each additional hive requested beyond the number of hives and after the dates of placement specified in this contract.

The grower agrees to pay the beekeeper an additional \$_____ per hive for changes in hive placement during the contract duration unless such changes are agreed to as follows: _____.

- f. Loss of bee colony populations due to application of farm chemicals in violation of this contract shall be reimbursed to the beekeeper at the rate of \$ _____ per hive. Payment of said reimbursement shall be made no less than ____ days subsequent to the date of said application. Loss of bee colony population shall be defined as the death of 50% or more of the adult bees in a given hive as a direct result of the application.

3. ARBITRATION

If any problem arises between the parties involved in this contract that cannot be resolved, then the problem(s) shall be settled by arbitration. Each party will choose an arbitrator within ten days to act in their behalf; these two shall select a third by mutual consent and a decision agreed upon by any two of these arbitrators shall be binding. The cost of any arbitration shall be shared equally by grower and beekeeper.

4. TRANSFER

The terms of this contract are transferable only to legal successors of either party only in the event of death of either the beekeeper or grower before fulfillment of the contract.

5. ADDENDA & MISC.

By evidence of the signatures below, the beekeeper and grower agree to fulfill all portions of the contract as written. Signature of a witness may also be included.

Grower: _____ (Print) _____ (Signature)

_____ (Address)

_____ (Phone) _____ (Date)

Beekeeper: _____ (Print) _____ (Signature)

_____ (Address)

_____ (Phone) _____ (Date)