

POLLINATION CONTRACT

This contract is made _____, between _____, the
(date) (beekeeper name)
beekeeper and _____, the grower for the 1999 growing year.
(grower name)

1. BEEKEEPER'S RESPONSIBILITIES

- a. The beekeeper shall supply the grower with _____ colonies of bees to be delivered to the _____ as specified below:

(crop: apple orchard, squash field, etc.)

Projected date of delivery: _____. Beekeeper will notify grower at least _____ days in advance of any change in projected delivery date.

Name of location: _____.

Directions to location: _____.

Placement instructions: _____

_____.

- b. The beekeeper will provide colonies with the following minimum standards:
A laying queen with _____ frames of adult bees and _____ frames of brood.
The _____ story colony will have adequate surplus honey or equivalent feed.
The beekeeper will maintain all colonies at the standards above for the entire contract duration.

The grower may request inspection of any colony after notifying the beekeeper _____ days in advance.

- c. The beekeeper will leave the bees on the crop until notified by grower at least _____ days prior to desired removal date. Beekeeper will remove hives within _____ days of notification date.

Projected date of removal: _____.

Total projected duration of placement: _____ days.

- d. The beekeeper will not be responsible for personal injury caused by unauthorized hive manipulation, abuse of hives or careless behavior in the immediate vicinity of the hives during the contract duration.

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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:_____.
- 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.
- g. The grower agrees to pay the Pollination Service Fee of \$0.50 per hive, per set, required by Chapter 15.60.027 RCW in support of the Industry Apiary Program within the Washington State Department of Agriculture. The grower may pay the fee to Tura-Lura Apiaries, to be forwarded to the department as a separate check, or the grower may pay the fee directly by check mailed to the department.

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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) (Signature)

(Phone) (Date)

Beekeeper: _____
(Print) (Signature)

(Address) (Signature)

(Phone) (Date)

Witness: _____
(Print) (Signature)

(Address) (Signature)

(Phone) (Date)