

Generic Pollination Agreement

This agreement is made on
between, (Beekeeper) hereinafter called the beekeeper
and, (Growers name) hereinafter
called the grower.

1. Term Of Agreement:

The term of this agreement shall be for the
growing season, and valid for one calendar month from the introduction of bee
hives into the crop being pollinated.
Date of introduction: .

2. Responsibilities Of The Beekeeper:

The beekeeper shall supply the grower with hives (colonies) of
bees at a cost of \$..... (GST inclusive)per hive, to be delivered to the
grower as follows:

Approximate date:or 7 days after written
notice from the grower.

Description of location/address(s):

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

a. The beekeeper agrees to provide colonies of the following minimum standards-
a laying queen with a minimum of 12 frames of bees and a minimum of six (6)
frames of brood.

b. The beekeeper agrees to maintain the hives in proper pollinating conditions
by timely inspection and managing the hives to maximize pollination.

c. If requested, the beekeeper agrees to open and demonstrate the strength of
hives randomly selected by the grower, at a mutually agreed time.

3. Responsibilities Of The Grower:

a. The grower agrees to give seven (7) days notice to bring the bees into the
crop.

b. The grower agrees to give two (2) days notice to take the colonies out of the
crop.

c. The grower agrees to pay in full, within 14 days after the completion of the
pollination period.

d. 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.

e. The grower agrees to provide an uncontaminated water supply.

f. Whilst the bees are on site, the grower agrees to use no chemicals toxic to bees, except by agreement with the beekeeper.

g. The grower accepts responsibility for damaged hives resulting from spraying, irrigation related flooding or damage by stock where such damage involves negligence by the grower. The maximum payable for such damage is \$150.00 per hive.

4. Performance:

If a colony/ies strength is in dispute, within five days of delivery the Grower or Beekeeper may request an inspection from a state government apicultural authority or by such person mutually agreeable to both parties. Should any colony/ies be found to be less than the minimum contracted strength, the beekeeper shall pay any inspection costs and replacement hive/s shall be provided. Should the colony/ies meet or exceed the minimum contracted standard, the inspection costs shall be paid by the grower.

Signed: (Grower)

Date:

Signed: (Beekeeper)

Date:

Note:

One copy of the contract for the grower and one copy for the beekeeper.

Any penned amendments to the contract should be initialed by both parties on all copies.

Directions to site/ hive placement:

_(Include numbers at each site if more than one site)