



Honeybee Keep Pollination Services Agreement

This agreement, made this ____ day of _____, 20____ sets forth the agreement between Donald P. Studinski, hereinafter referred to as "beekeeper", and:

Name: _____

Phone: _____

Address: _____

email: _____

hereinafter referred to as "Owner" for the pollination services of one or more honeybee colonies on the owner's property described as :

Address of colonies: _____ or same as above.

In consideration of their mutual promises, the parties agree as follows:

1. Colonies of honeybees shall be provided at an annual cost of: \$_____ / colony. This fee is based on the pollination fee for almonds in southern California and will vary from year to year.
2. The hive equipment is owned by: _____.
3. Beekeeper will have free access to Owner's property to perform beekeeping duties; making every effort to keep the bees alive and healthy based solely on the beekeeper's judgment.
4. Students may accompany beekeeper on visits to the property.
5. Honeybees are wild insects in no way controlled by the beekeeper. They go where they wish to go. Beekeeper shall not be responsible for any disruption, **including death due to stings**, to persons or the use of Owner's property (or surrounding properties) due to the honeybees.
6. Honeybees may, from time to time, choose to swarm (give birth to a new colony). Should this occur, the beekeeper is in no way responsible for where said swarm may choose to live and further, is not responsible for removal of the swarm. Honey bee removal is a separate contract.
7. Owner acknowledges that this is intended to be a long-term relationship and that Beekeeper wishes for the bees to remain, unmoved, for many years. There is **no guarantee** the bees will remain alive. Should the colony die, beekeeper will install a new colony as soon as reasonably possible, given stock, weather, etc.
8. Owner understands that honeybees are considered "live stock" and the Owner is responsible for adherence to all local ordinances and regulations. Any summons presented is the responsibility of the Owner, not the beekeeper. However, the beekeeper will assist in removing the bees as required given reasonable notice and scheduling. Moving bees happens at night. Should Owner request beekeeper to move the bees on short notice, there is an additional fee of approximately \$50 per colony.
9. Owner agrees to indemnify and hold beekeeper harmless from ANY claim, expense or liability arising out of beekeeper's performance under this agreement, including but not limited to claims arising from bee stings to persons or damage to property caused by the bees or the pollination activities, and Owner shall promptly defend beekeeper from ANY such claim or expense and/or promptly reimburse beekeeper for ANY such claim or expense incurred by beekeeper, including ANY costs of suit and a reasonable sum for attorney fees.

The parties, by placing their signatures below, acknowledge that they have read this agreement, understand its terms and agree to be bound hereby for themselves, their heirs and assigns, and that neither party shall be held to any other or different terms unless those terms are reduced to writing and signed by the parties.

Owner