

HONEYBEE CROP POLLINATION CONTRACT

1. The Beekeeper _____ agrees to provide _____ standard colonies of bees at the rate of _____ hives per hectare for the pollination of _____ acres of _____, situated in the district of _____ and owned by _____ (the Grower) over the period _____ to _____.

The Beekeeper shall not be responsible for the replacement of beehives injured by chemical poisoning or other damage after the bees have been placed on the property. The Beekeeper has the right to remove the beehives after first notifying the grower if chemicals injurious to bees are to be applied to crops within the 1500 m flight range of the bees and to keep bees from the crop during the danger period without penalties under this agreement.

2. The Grower shall be entitled to inspect, or cause to be inspected by an official government apiary inspector, each colony of bees after giving reasonable notice to the beekeeper of his intent over the period of the agreement.

3. The Beekeeper agrees to maintain the bees in proper pollinating condition by judicious inspection and supering or removal of honey as needed.

4. The Grower agrees to provide suitable dry locations for the bees and to assume the responsibility of providing water to the bees. If there are no directions given as to a suitable location, the Beekeeper, according to his judgement, shall place the hives in such a way as to ensure maximum pollination of the target crop.

5. The Grower agrees to pay \$_____ rental per beehive colony for the duration of the contract. Payment shall be made to the Beekeeper as follows: \$_____ on delivery and \$_____ (the balance) being paid on or before _____ (date). Additional moves or settings of beehives shall require \$_____ per hive per move and/or the Grower agrees that the Beekeeper is entitled to _____ per cent of the crop yield (based on expected yield increase through bee pollination).

6. In the event of the Grower not harvesting the crop, the expected yield shall be determined by an independent authority.

7. In the event of crop failure after the bees have been brought to the crop through circumstances beyond the control of Grower or Beekeeper, the Grower agrees to pay the Beekeeper the agreed fee per hive.

8. In the event of circumstances beyond the control of both the Grower and Beekeeper where bees have been contracted but not delivered, and are unable to be delivered due to the crop being affected by environmental extremes, for example, flowers have been destroyed by frost or cyclone, the beehives have been weakened by brood disease, been destroyed by wildfire, truck break-downs en route or the health of Beekeeper precludes delivery, then the contract is null and void.

9. Forty-eight (48) hours notice shall be given to the Beekeeper prior to any spraying by the Grower.

10. This agreement is not assignable or transferable by either the Grower or Beekeeper.

Signed: _____ Beekeeper _____ (Date)

Signed: _____ Grower _____ (Date)

Signed: _____ Witness* _____ (Date)

(* Justice of the Peace or Commissioner of Declarations)