

SAMPLE ALMOND POLLINATION AGREEMENT

_____ (“Beekeeper”) and _____ (“Grower”) agree as follows:

1. Beekeeper shall place colonies of bees in Grower’s almond orchard located at _____ County, CA during the _____ pollination season. Beekeeper shall place said colonies in Grower’s orchard before 10% bloom of early varieties, weather permitting, but not sooner than 96 hours after the last application of dormant spray. Grower shall promptly advise Beekeeper of the date of such last application to facilitate placement scheduling. Each colony shall, at the time of delivery, have a minimum of 5 Langstroth deep frames or their equivalent and the colonies shall have an average of 7 Langstroth deep frames or their equivalent, with a minimum of 70% coverage of clustering bees. Inspection of the colonies shall occur within _____ days of placement at a minimum ambient temperature of 60° F. and wind speed of less than 10 mph. Inspection shall be performed at Grower’s expense by a neutral third party knowledgeable in apiculture, using a recognized sampling method for 10% of the colonies. Grower shall notify Beekeeper 24 hours in advance of the date and time of inspection and the identity of the inspector and permit Beekeeper to attend. If, with Beekeeper’s permission, inspection occurs when the ambient temperature is less than 60° F. at the time of inspection, the rating results shall be increased by 5% for each degree of ambient temperature below 60° F. In no event shall inspection occur if the ambient temperature is less than 54° F. The results of the inspection shall be delivered to Grower and Beekeeper simultaneously and, if colonies delivered are understrength, Beekeeper shall have 48 hours from the receipt of the results to provide additional colonies to compensate for the understrength colonies. If Beekeeper shall fail to make such correction, the amount due Beekeeper shall be reduced in proportion to the shortage in the average number of full strength frames (with no credit for colonies containing less than 5 frames) in the colonies provided. Beekeeper shall service the colonies in accordance with usual apicultural practices and remove the colonies after completion of pollination and, in any event, within 14 days after notice from Grower.

2. Grower shall pay Beekeeper the sum of \$_____ for each colony in installments as follows:

- _____ % on execution of this agreement
- _____ % on delivery of the colonies
- _____ % on completion of pollination

Any amounts not paid when due shall bear interest at 10% per annum. If suit shall be brought for nonpayment, the prevailing party shall recover its reasonable attorneys’ fees as a part of its costs of suit.

3. Beekeeper shall place the colonies in mutually agreeable locations in groups of not less than _____colonies, which shall be accessible at all hours to Beekeeper and its vehicles and equipment for placement, servicing and removal.

4. Grower shall give Beekeeper a minimum of 48 hours notice prior to application of harmful or toxic chemicals. Beekeeper may remove the colonies in such event and in the event of a threat of flooding of the colony locations and replace them when the threat of damage to the colonies has passed. In such event, Grower shall pay Beekeeper an additional charge of \$4.00 per colony for removal and replacement. Said charge shall be payable with Grower's final installment.

5. Beekeeper shall comply with all applicable laws and regulations. Grower acknowledges that Beekeeper makes no warranty that the number of colonies set forth above will be sufficient to achieve full pollination of Grower's orchard and that pollination is dependent on weather conditions, colony loss due to disease, pests or acts of nature and other matters beyond Beekeeper's control, for which Beekeeper shall have no responsibility. In no event, shall Beekeeper be responsible for failure or reduction of Grower's crop. Beekeeper shall be excused from performance if prevented by quarantine or other law or regulation, weather, flooding, colony loss or other matters beyond its control for so long as such cause shall exist.

6. Beekeeper shall register all of their hives when entering the state. California law requires beekeepers to register bees with their local County Agricultural Commissioners. Hives can be registered at <https://beewherecalifornia.com/>. Bee Where offers a dynamic, real-time GIS mapping system where users can mark hives with a simple pin drop in the field using a mobile app.

7. Other provisions: _____

_____.

Dated: _____

Grower: _____

Address _____

Tel. No.: _____

Email: _____

Beekeeper: _____

Address: _____

Tel. No.: _____

Email: _____

A buck a hive: Grower and Beekeeper. Please help the research supported by PAm with your contribution today: PAm., P.O. Box 26793, Salt Lake City, UT 84126