

AGREEMENT FOR POLLINATION SERVICES

This AGREEMENT, made this _____ day of _____ 19____, between

_____ of _____
(Street & No., R.R., P. O. Box No., or Lot, Con. & Township)

(City, Town or Village) (Province) (Postal Code)

the producer of the crop to be pollinated, hereinafter known as the PRODUCER, and

_____ of _____
(Street & No., R.R., P. O. Box No., or Lot, Con. & Township)

(City, Town or Village) (Province) (Postal Code)

the beekeeper who will furnish bees for pollination services, hereinafter known as the BEEKEEPER, WITNESS THAT:

A) The PRODUCER hereby agrees to the following stipulations:

1. He/She shall pay the sum of \$ _____ per colony amounting to a sum
total of \$ _____ for pollination services on _____ hectare(s) of _____ (Crop) at
_____ according to the following:
(Location - Street & No., (OR Lot, Con. & Township)

SCHEDULE A: To begin on/before _____ 19____ and end on/after _____ 19____. OR

SCHEDULE B: To begin at the time of _____ (e.g. bud break, 10% or 20% bloom) and end at the time
of _____ (e.g. 90% petal fall or complete petal fall) as determined by the PRODUCER.

The Producer shall notify the Beekeeper at least _____ *hours in advance of when he/she estimates the bees are to be moved.

2. Payments are to be made in _____ (e.g. cash or check) to the BEEKEEPER at the rate of _____
** of the agreed amount when the agreement is signed;

_____ ** when the bees are moved onto location; and

_____ ** within _____ *** day(s) after the crop is harvested.

3. If any pesticide is to be applied by ground or aerial equipment to any crop, plant, weed or other agricultural
product within _____ **** km of the location of the bees, the PRODUCER or his/her agent will notify the BEEKEEPER
at least _____ * hours in advance of the pesticide application. The method of notification will be by calling collect
person-to-person via telephone, or in person.

4. Should the PRODUCER notify the BEEKEEPER to move his/her bees because of pesticides being applied,
and the BEEKEEPER elects to move said bees because of the hazard presented, the PRODUCER shall pay the
Beekeeper \$ _____ per colony for moving the bees out, and \$ _____ per colony for moving them back on, with
said amount included in the _____ payment to be made _____.

5. The PRODUCER agrees to compensate the BEEKEEPER in the amount of \$ _____ for each hive
damaged by spraying operations over which the PRODUCER has control, including aerial spraying of adjacent fields.
Further compensation will be given to the BEEKEEPER for any losses incurred through hives being knocked over
by machinery, vehicles, and/or livestock. Compensation to the BEEKEEPER shall be at a rate of \$ _____ for a lost
colony and \$ _____ for the total destruction of a hive, with the said amount included in the _____ payment to
be made _____.

6. The PRODUCER agrees to make a count, or have a count made by his/her agent, of the colonies of bees
placed on location within _____ day(s) after they are placed in order to ascertain that the stipulated number of colonies
have been provided. The BEEKEEPER may be present at such an inspection if he/she so requests.

* A usual notification time being forty-eight (48) hours.

** A usual breakdown in payment being one-third (1/3); (1/3); and (1/3).

*** A usual number of days being ten (10).

**** A usual number of kilometers being two or three (2 or 3).

7). The PRODUCER shall provide an adequate, uncontaminated water supply to be kept available for the bees at all times when bees are on location, and kept available in the same location at all times during the life of the AGREEMENT.

8). The PRODUCER shall provide adequate access roads into the field to be pollinated. they they must be suitable for loads weighing up to _____^{*} tons.

9). The PRODUCER shall provide all necessary cultural and remedial measures to assure optimum plant growth in said crop.

10). The PRODUCER agrees to assume liability for bee stings while the bees are on said location.

B). The BEEKEEPER hereby agrees to the following stipulations:

1). The BEEKEEPER shall provide _____ colonies per hectare on _____ hectares of the crop herein described, and for the fee established.

2). The BEEKEEPER shall place the colonies in the locations in the field(s) as requested by the PRODUCER. The distribution pattern of the hives shall be _____.^{**}

3). Having due respect for the property of the PRODUCER, the BEEKEEPER shall properly maintain and care for the said bees providing all necessary beekeeping equipment, transportation, and labor to maintain said bees providing all necessary beekeeping equipment, transportation, and labor to maintain said bees in proper pollinating condition.

4). The BEEKEEPER shall provide a current, valid, official Inspection Certificate showing freedom from disease on all colonies moved on location for pollination.

5). He/she hereby certifies that each colony is queen-right.

6). Each colony to be furnished by the BEEKEEPER shall be composed of at least _____^{***} supers.

7). All colonies placed by the BEEKEEPER shall meet a minimum strength requirement. The PRODUCER reserves the right to engage the services of a Certified Apiary Inspector to assess colony strength according to the colony standards outlines in Appendix 1. Such an inspection shall take place within _____^{****} day (s) after the colonies have been placed for pollination.

8). Should the BEEKEEPER fail to deliver the number of colonies of bees as specified in this Agreement, or should the colonies fail to meet the minimum quality requirements as set forth herein, or should the BEEKEEPER fail to deliver the bees on the date specified, he/she agrees to pay the PRODUCER as liquidated damages the rental fee per colony that he/she has failed to deliver; not delivered on the date specified; or which has failed to meet the quality requirements. However, the liquidated damages shall not be imposed if the total quantity promised are delivered within ^{*****} day(s).

9). Upon being notified as set forth in Paragraph 3, Section A above of the imminent application of a pesticide within _____[†] km(s) of the location of said bees, the BEEKEEPER shall immediately take action to move, or protect, his/her bees so the pesticide may be applied. Should the BEEKEEPER elect to leave said bees on location after proper notice, he/she shall hold the PRODUCER blameless for any injury which may occur to the bees and/or the hives due to the pesticide application.

10). The BEEKEEPER shall move said bees off location within _____[‡] day(s) from the termination of this Agreement; otherwise, he/she agrees to pay \$ _____ per colony per day for each day extending beyond the _____^{§§§} day after the termination date of this Agreement, unless otherwise agreed upon and stipulated in writing by the PRODUCER and BEEKEEPER.

* A usual load weight being 4 tonnes for a large orchard.

** Depending on the crop, distribution may be in groups of four (a pallet load) spread evenly, more or less, throughout, or in larger groups

*** A usual number of supers being two (2)

**** A usual number of days after placement being three to five (3-5).

***** A usual number of days being three (3).

C). Should any controversy arise hereunder, between the parties hereto, such controversy shall be settled by arbitration. Each party within _____^{§§§§} day(s) shall appoint one arbitrator and the two so named shall select a third, and the decision of any two such arbitrators shall be binding upon the parties hereto. The cost of such arbitration shall be divided equally between the parties.

D). Title to the said _____ hectare(s) shall at all times remain in and vested in the PRODUCER
Title to the said _____ colonies of bees and beekeeping equipment shall at all times remain in and vested in the BEEKEEPER.

E). This Agreement, and any appendices or exhibits attached hereto, shall constitute the full and complete Agreement between the parties, and any modification of this Agreement shall be mutually agreed upon and in writing, and signed by all parties to be bound thereby.

SIGNED, SEALED and DELIVERED at _____, in the Province
of _____, this _____ day of _____, 19 _____.

(Notary Public or Witness)

(Beekeeper)

(Address)

(Address)

(Notary Public or Witness)

(Producer)

(Address)

(Address)

[§] A usual number of kilometers being two or three (2 or 3).

^{§§} A usual number of days from the termination date being three (3).

^{§§§} The standard number of days being ten (10).

^{§§§§} Please refer to the following page for an alternative signatory page.

(Beekeeper)

(Producer)

(Title)

(Title)

Telephone No. _____

Telephone No. _____

Province of _____

County of _____

On this _____ day of _____, 19____, _____

personally appeared before me and is known to me (or satisfactorily proven) to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same for the purpose therein contained.

(Notary Public)

Province of _____

County of _____

On this _____ day of _____, 19____, _____

personally appeared before me and is known to me (or satisfactorily proven) to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same for the purpose therein contained.

(Notary Public)

* Please note that the above has been taken from USA protocol.