



Using Pollinators

Agreements for Pollination Services

Obligations of Beekeepers & Growers

A pollination agreement means that a beekeeper agrees to place pollinators on the property or leased land of a grower during the bloom of a crop for pollination purposes. The grower agrees to pay the beekeeper, usually on a per-hive basis. It is best to begin the arrangements for spring pollination services before the beginning of winter, so that the beekeeper can adequately prepare and ensure the availability of pollinators.

Some beekeepers and growers prefer to do business on the basis of a handshake, while others prefer the protection from legal and liability issues that a formal contract can offer to both sides. A contract does not imply mistrust of either party by the other, rather it codifies their arrangement in the face of uncertainty, and affords peace of mind to both. If a business relationship sours, the involvement of banks and lawyers can complicate matters very quickly without a contract, usually to the detriment of both parties. At a minimum, the contract should include information addressing the following points:



- **Addresses**
 - ⇒ Physical and mailing addresses and telephone numbers of the beekeeper and the grower.
 - ⇒ Physical location of the crop where the pollinators will be deployed (address, or coordinates).
- **Terms of the Contract**
 - ⇒ As 'bloom' has variable and uncertain timing, the grower and beekeepers should agree to a notice period (for instance, 48 hours) within which bees must be on the crop after the grower has informed the beekeeper that the crop has reached the appropriate point in the bloom (for example, 25%). Alternatively, a target date for deployment can be agreed upon.
 - ⇒ The duration of deployment should be specified, or a notice period (for instance, 48 hours) within which bees must be removed from the crop after the beekeeper has been informed. A maximum length of deployment should be specified, after which the bees are removed or a new contract negotiated.



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- **Payment**

- ⇒ Price per hive for the duration of the deployment.
- ⇒ Number and location of hives on the grower's property.
- ⇒ Due date for payment, and any additional charge for late payment if applicable.
- ⇒ Any bonuses or penalties for deviations from minimum colony strength should be explicitly stated.
- ⇒ Any compensation to be paid to the beekeeper for additional movement of bees requested by the grower, for instance if the grower wishes to spray pesticides on the crop.



- **Responsibilities of the Beekeeper**

- ⇒ The beekeeper agrees to deploy and remove bees within an agreed time period when notified to do so by the grower.
- ⇒ The beekeeper will provide colonies of a specified minimum strength. This is typically described in terms of number of chambers ("storeys") of each hive, number of frames covered with adult bees, and/or number and area of frames with brood.
- ⇒ The beekeeper will open hives and demonstrate that minimum strength conditions have been met upon the grower's request. Alternatively and by mutual consent, a third party qualified to do so may certify minimum strength and provide documentation that it has been met.
- ⇒ The beekeeper will maintain the colonies at this required strength for the duration of the contract.

- **Responsibilities of the Grower**

- ⇒ The grower will provide clear instructions and suitable site(s) where bees are to be deployed. The grower will also permit access to the beekeeper and to vehicles for colony maintenance activities during the period of deployment.
- ⇒ The grower will provide notice to the beekeepers to deploy bees on the crop when an appropriate stage of bloom is reached.
- ⇒ The grower will provide notice to the beekeeper to have the bees removed prior to the expiry of the contract.
- ⇒ The grower agrees to provide a source of uncontaminated water to the bees within a specified distance of the hives.
- ⇒ The grower will assume liability if the bees or equipment are damaged, destroyed, or lost (including criminal vandalism or theft by trespassers) while on the grower's property.
- ⇒ The grower will assume liability for any stinging incidents to employees or members of the public (including trespassers) while the bees are deployed.
- ⇒ The grower agrees to provide notice to the beekeeper if pesticides are to be used by the grower or the grower's neighbour (if applicable) while the bees are deployed. Furthermore, if such notice is not given, the grower assumes liability for damage resulting from use of pesticides while the bees are present, whether through misuse of the product (i.e. application to a blooming crop), accident such as drift or equipment malfunction, or even activities of a neighbouring grower who may or may not be aware that the bees are present.

- **Addenda**

- ⇒ Any other conditions, requested to either party, agreed by both parties.

