

**Beekeeper / Landowner
Contract**

Small Garden Pollination and Honey Production Agreement

This agreement is made on _____

Between _____, afterwards called
Landowner, and Round Rock Honey Co, LLC_

Konrad Bouffard, afterwards called beekeeper.

1. TERM OF AGREEMENT

This agreement will start in July of 2008 and continue indefinitely unless/until cancelled by either party.

2. RESPONSIBILITIES OF BEEKEEPER

Beekeeper will supply Landowner with 12 bee hives delivered to _____ for small garden pollination and honey production during the applicable growing season as follows:

Approximate date: _____ or 10 days after written notice from the Landowner.

Description of hive placement in field: Hives will be placed at mutually agreeable site on land.

Beekeeper will provide hives of the following minimum standards: A laying queen and 12 frames with brood and bees to cover (to be supplied from feral bees over time), Minimum 4 pounds of honey stores or other food for 12 expanding/story hives

Landowner may inspect hives after giving reasonable notice to beekeeper of his intent. Landowner must use protective clothing, smoker, and all other necessary precautions prior to inspecting hives.

Beekeeper will maintain hives in proper pollinating condition by inspecting as needed.

Beekeeper will leave bees on the land until: Summer 200__ or 10 days after written notice to remove from the Landowner

Beekeeper will give landowner 7-10% of honey from hives by weight at harvest.

Beekeeper is not responsible and, as a condition of this agreement, will be held harmless for inherent risk of bee stings to people, animals (including pets), or livestock.

Landowner will not be held responsible if beekeeper is injured in property of landowner

3. RESPONSIBILITIES OF LANDOWNER

Landowner will provide a suitable place to locate hives. The site must be accessible to beekeeper's vehicles. Landowner will allow beekeeper entry whenever necessary to service the bees, and Landowner assumes full responsibility for all loss and damage to his fields or lands resulting from the use of vehicles over agreed routes in servicing bees.

Landowner will not apply highly toxic pesticides to the land while the bees are being used as pollinators or immediately before their arrival if residues will endanger the hives.

Landowner will compensate beekeeper in full for hives destroyed or severely weakened by pesticides (applied by the Landowner) or other action by the Landowner at a rate per hive to be determined by arbitration (see section 5), or, if loss is undisputed, beekeeper will be compensated by Landowner at the rate of \$300 per hive.

Landowner will provide adequate sources of water for the bees if none is within one-half mile of each hive.

As a condition of this agreement, Landowner agrees to hold beekeeper harmless from any and all claims of injury or damage to person or property which might arise from beekeeper's performance of this agreement between beekeeper's placement and removal of hives from Landowner's fields or homes.

4. PERFORMANCE

Either party will be excused from obligations of this contract if, before delivery of hives, performance is prevented by events beyond their control. Notification will be given to the other party as soon as reasonably possible.

5. ARBITRATION

If any controversy arises between parties, it will be settled by arbitration. Each party, within 10 days, will appoint one arbitrator, and the two arbitrators will select a third, and the decision of any two arbitrators will be binding on the parties. Cost of arbitration will be divided equally between the two parties.

6. ASSIGNMENT OR TRANSFER

This agreement is not assignable or transferable by either party, except that the terms will be binding on a successor by operation of law.

IN WITNESS WHEREOF, the undersigned parties have made this agreement,

Landowner

By _____
Address _____

Beekeeper

By _____
Address _____
