

Sample Pollination Agreement¹

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The business of pollination is crucial to the agricultural industry in the United States. In Florida, the major need for pollination is in fruit and vegetable production. It is well documented that watermelon and other cucurbits, as well as blueberries, some citrus, and numerous other fruits will yield more in both quantity and quality when pollinated by honey bees. Routinely using honey bees to pollinate crops takes much of the “guess work” out of vegetable production. Yields poor in quantity and quality are often blamed on bad weather, but a strong pollinating force may substantially offset marginal climatic conditions.

In order for the pollination business to prosper, growers must be educated about the value of honey bees and beekeepers must be educated about the pollination needs of the crop and vice versa. There are good grounds for promoting pollination based on the same principles that guide growers’ procedure in other areas (usually called “best management practices,” or BMPs). The key to a prospering pollination service is proper promotion, honest, quality service, and a written contract. This agreement would detail the expectations of both parties—beekeeper and grower.

The following is a suggested pollination agreement adapted from that found in the USDA Agriculture Handbook 496 and from *Crop Pollination by Bees* (Delaplane and Mayer 2000).

Selected References

Delaplane, K.S., Mayer D.R. 2000. *Crop Pollination by Bees*. CABI Publishing, New York, NY.

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Pollination Agreement

This agreement is made _____ (date) between _____, (grower's name) hereinafter called the grower and _____, (beekeeper's name) hereinafter called the beekeeper.

1. **TERM OF AGREEMENT.** The term of this agreement shall be for the _____ (year) growing season.

2. RESPONSIBILITIES OF THE BEEKEEPER

a. The beekeeper shall supply the grower with _____ hives (colonies) of bees to be delivered to _____ (name of orchard/farm/field.) as follows: (Fill in the appropriate line(s) and cross out those that do not apply).

Approximate date: _____ days after written notice from the grower.

Time in relation of amount of crop bloom: _____

Description of location(s): _____

b. (If additional space is needed, attach separate sheet dated and signed by both parties.) The beekeeper shall locate said bees in accordance with directions of the grower, or, if none are given, according to his or her judgment so as to provide maximum pollination coverage.

c. The beekeeper agrees to provide colonies of the following minimum standards: A laying queen with the following:

_____ frames with brood with bees to cover

_____ pounds of honey stores or other food

_____ story hives.

d. The grower shall be entitled to inspect, or cause to be inspected, each colony of bees after giving reasonable notice to the beekeeper of this intent.

e. The beekeeper agrees to maintain the bees in proper pollinating conditions by judicious inspection and supering or honey removal as needed.

f. The beekeeper agrees to leave the bees on the crop until either: (Fill in the appropriate line or lines and cross out those that do not apply) approximate date: _____ days after written notice from the grower; or an agreed-upon period of time, duration specified here: _____ after an agreed-upon percent of the crop has bloomed, percent specified here: _____

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

h. Beekeeper shall/shall not (circle which applies) have the right to harvest bees and/or bee brood from colonies while they are under this contract. In no case shall beekeeper remove more than 25% of the bees and/or brood.

3. RESPONSIBILITIES OF THE GROWER

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

- b. If the grower places beekeeper's colonies on the crop, grower assumes full responsibility for all loss and damage to colonies resulting from moving colonies to the crop (see section 3d).
- c. Grower will follow all pesticide labels according to the law. Grower will not apply pesticides that are labeled as toxic to bees to the crop while the bees are being used as pollinators, nor immediately before their arrival if residual applications are toxic.

The following agriculture chemicals and methods of application are mutually agreeable while bees are on the crop:

- d. Grower will notify beekeeper 24 to 48 hours in advance if hazardous materials not listed above will be used on the crop being serviced or on adjacent crops, buffers, or edgerows.
- e. Grower will compensate beekeeper in full for hives destroyed or severely weakened by pesticides or other action by the grower at a rate per hive to be determined by arbitration (see section 5), or, if loss is undisputed, beekeeper will be compensated by grower at the rate of _____ per hive.
- f. Grower will pay for pollination services of _____ hives of bees at the rate of _____ per hive. Payment will be made to the beekeeper as follows: _____ per hive on delivery and the balance on or before _____ (date).
- g. Additional moves will cost grower _____ per hive per move.
- h. Grower will provide adequate sources of water for the bees if none is within ½ mile (0.8 km) of each apiary.

As a condition of this agreement, grower 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 grower's fields or orchards.

- 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. CONTACT INFORMATION FOR THE GROWER AND BEEKEEPER.

Grower: Home phone number: _____ Cell phone number: _____

Email address: _____

Mailing address: _____

Beekeeper: Home phone number: _____ Cell phone number: _____

Email address: _____

Mailing address: _____

7. EMERGENCY CONTACT INFORMATION—in the event the grower or beekeeper cannot be reached.

Name and relationship to grower: _____

Home phone number: _____ Cell phone number: _____

Email address: _____

Mailing address: _____

Name and relationship to beekeeper: _____

Home phone number: _____ Cell phone number: _____

Email address: _____

Mailing address: _____

8. ASSIGNMENT OR TRANSFER. This agreement is not assignable or transferable by either party, except that the terms hereof shall be binding upon a successor by operation of law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year above.

Grower: _____

Witnessed by: _____

Address: _____

Beekeeper: _____

Witnessed by: _____

Address: _____

A primary concern of beekeepers when involved in contracting their bees for pollination is the use of pesticides by the grower. Complimentary to this document is ENY-162, *Minimizing Honey Bee Exposure to Pesticides*, one of a series of the UF/IFAS Entomology and Nematology Department.