

BEEHIVE/HOST AGREEMENT

_____ Hive Host(s), agrees to allow _____, Beekeeper(s), to place ___ each honey bee beehive(s) on the following property: _____ (“Property”) at a mutually agreeable location on the Property.

In consideration of the mutual promises made herein, the parties agree as follows:

1. Hive management and access. The Beekeeper(s) will manage the honeybee colonies and their hive(s) using best practices according to Beekeeper’s sole judgment. Hive Host agrees to allow Beekeeper(s) access to the property to manage the beehives as follows:
 - Unlimited access at any time the beekeeper deems necessary.
 - With notice of _____ days.
 - Host(s) requests communications from beekeeper for each visit by following means:
 - Text at phone number: _____ Call at phone number: _____
 - E-mail at: _____ Other: _____
2. Pesticide and herbicide use. Hive Host agrees that no pesticides or herbicides will be applied within 50 feet of the beehives and will give beekeeper(s) at least 48 hours’ notice of the application of any pesticide or herbicide anywhere on the property. The Hive Host shall give the Beekeeper 48 hours advance notice of any anticipated pesticide or herbicide use of which the Hive Host has knowledge, which will occur within ¼ mile of the hive site.
3. Water supply. The Hive Host(s) agrees to provide a reliable and uncontaminated source of water for the use of Beekeeper and the honeybee colonies and hives, at a mutually agreeable location on the Property. The Hive Host(s) agree to keep fresh water available daily for use by bees.
4. Swarm trap placement. Hive Host agrees to allow Beekeeper to place a swarm trap on the Property, at a mutually agreeable location.
5. Hive products. On or about _____ of each year, Beekeeper agrees to provide Hive Host with the following honeybee products or other compensation if applicable:
6. Ownership. The honeybee colonies, their offspring (i.e., swarms or splits), all beehives and related equipment, and the products of the bee colonies (honey, wax, propolis, pollen, etc.) are the property of the Beekeeper unless otherwise noted. (see also section 14)
7. Change of property use or ownership. In the event the Hive Host transfers ownership of the Property, or rents the property to a tenant, a new agreement will need to be signed by new owners or tenants, or a two (2) month written notice is required to be provided to the Beekeeper(s) to relocate all honeybee colonies and equipment owned by the Beekeeper.

8. Hive Host(s) agree to immediately notify the Beekeeper by phone call or text message at _____ if a swarm is observed or if the hives have been subject to disturbance (high winds, wildlife interaction, accidental disturbance, vandalism, theft, etc.) that may inhibit the success of the colonies.
9. Responsibility for injuries or damages. Hive Host(s) agree not to manipulate, move, open, or otherwise have contact with the honeybees or the beehives without permission of the Beekeeper. Beekeeper is not responsible for any damages or personal injury caused by the honeybees whether to the Hive Host(s), residents of the property, guests, neighbors, livestock, pets, or trespassers. Beekeeper is not responsible for any damages to the Hive Host's property or buildings caused by the honeybees. Hive Host will assume liability for, and hold Beekeeper harmless, for any injuries or damages caused by the honeybees placed on the property or resulting from swarms or individual honeybees emanating from those colonies and hives. In the event of damage to the beehives caused by vandalism or livestock, Hive Host will provide the Beekeeper with reasonable compensation for that damage.
10. Security. Hive Host agrees to provide security for the beehives as follows:
 - Notice of hives and agreement to guests or renters that may be on the property or neighboring properties if bees might interact with people, livestock, pets, etc.
 - electric fence surrounding the beehives if bears frequent area
 - other:
11. Compliance with local regulations and rules. Hive Host(s) hereby affirm that placement of beehive(s) on the Property pursuant to this agreement is consistent with any applicable local ordinances and homeowner's association covenants.
12. Hive Host(s) are responsible to identify, and amend as necessary, any additional insurance requirements for honeybees on the property if required.
13. Duration of this agreement. This agreement shall be in effect until one year after the date signed, and thereafter on a year-to-year basis.
14. Notice of termination. If either party wishes to terminate this agreement, that party must give the other party written notice, with termination effective two (2) months after that written notice is sent. This provision also applies if an annual agreement is not renewed per section thirteen (13). Any hive products otherwise due to Hive Host pursuant to paragraph five (5) above shall be prorated for the year the termination takes effect. Beekeeper(s) are to remove all beekeeping equipment and live bees within two (2) months after written notification is provided unless otherwise noted. After two (2) months following written notification, any beekeeping materials and live bees are considered abandoned and may be kept or disposed of by the Hive Host at their discretion.

- 15. Arbitration. If any conflict arises between the parties involved in this contract that cannot be resolved, then the problem(s) shall be settled by arbitration. Each party will choose an arbitrator within ten days to act on their behalf; these two shall select a third by mutual consent and a decision agreed upon by any two of these arbitrators shall be binding. The cost of any arbitration shall be shared equally by Hive Host(s) and Beekeeper.

- 16. Transfer. The terms of this contract are transferable only to legal successors of either party only in the event of death of either the Beekeeper or Hive Hosts before fulfillment of the contract.

- 17. Representative Parties, or their designated representatives, shall notify the other parties within seven (7) days if contact information (phone number, address, e-mail, other) has been updated or are no longer valid.

Document changes since previous Beekeeper/Hive Host agreement: None

Beekeeper(s):
Print Name(s): _____
Mail Address _____
Phone: _____
e-mail: _____

Hive Host(s):
Print Name(s): _____
Mail Address _____
Phone: _____
e-mail: _____

Signature: _____

Signature: _____

Signature: _____

Signature: _____

Date: _____

Date: _____