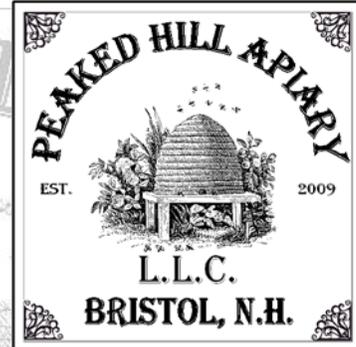


Peaked Hill Apiary, L.L.C.

33 Jeffers Rd.
Bristol, N.H. 03222
(603)361-6212

E-Mail to: JLarsen@PeakedHillApiary.com



Thank you for your Pollination Order: All Orders are subject to our written agreement by our completion, signature and delivery of the terms agreed to mutually in the following Pollination Contract. Delivery of all documents may be made by U.S. First Class Mail, or acknowledged receipt of copies by email.

Pollination Contract

This agreement is made on _____ 20____ between:

(Grower's Name) hereinafter called the grower

and John Larsen d.b.a. Peaked Hill Apiary, L.L.C.
(Beekeeper's name) hereinafter called the beekeeper.

1. TERM OF AGREEMENT.

The term of this agreement shall be for the 20____ growing season.

2. RESPONSIBILITIES OF THE BEEKEEPER:

- a. The beekeeper shall supply the grower with _____ hives (colonies) of bees to be delivered to the (orchard, field etc.) as follows:

(Fill in the appropriate line or lines and cross out those that do not apply).

Date

Start time in relation of % of crop bloom

Name of location:

_____.

Description of location(s):

_____.

_____.

Placement instructions:

_____.

_____.

_____.

(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 is given, according to his judgment so as to provide maximum pollination coverage.

- b. 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.
- _____ number of hive bodies: Each Hive Story equals a Hive Body with 9 frames or more.

Our standard Colony 2 large hive bodies tall, or 3 to 4 Med. Hive Bodies tall consisting of 18-20 Large frames.

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

- c. The beekeeper agrees to maintain the bees in proper pollinating conditions by judicious inspection and supering or honey removal as needed.
- d. The beekeeper agrees to leave the bees on the crop until: (Fill in the appropriate line or lines and cross out those that do not apply)

Total projected duration of placement (_____ days)

_____ Date _____

_____ End time in relation of % of crop bloom _____

_____ Other _____

- e. **The beekeeper will not be responsible for personal injury caused by unauthorized hive manipulation, inspection, abuse of hives or careless behavior in the immediate vicinity of the hives during the contract duration.**

3. RESPONSIBILITIES OF THE GROWER:

- a. The grower agrees to provide a suitable place for location of the hives including access to locked property if hives are placed therein. The site must be accessible to a truck and other associated vehicles used in handling and servicing the colonies.
- b. The grower shall allow the beekeeper entry on the premises whenever necessary to service the bees, and the grower assumes full responsibility for all loss and damage to his fields or crops resulting from use of trucks or other vehicles in handling and servicing such bees.
- c. The grower agrees to provide adequate watering facilities for the bees if none is available within one-half mile of each colony used in pollinating the crop.
- d. The grower agrees not to apply highly toxic pesticides or herbicides to the crop while the bees are being used as pollinators nor immediately prior to their arrival if the residue would endanger the colonies. The following pesticide, herbicide, or other agricultural chemicals, and methods of application are mutually agreed to be suitable while the bees are on the crop:

NONE

- e. The grower agrees to inform the beekeeper within 48 hours if materials hazardous to bees are to be applied to the crop during the duration of the contract. The cost of moving the bees away from and back to the crop to prevent damage from highly toxic materials shall be borne by the grower.
- f. The grower agrees to pay for a gasoline surcharge, at cost when gasoline exceeds \$3 per gallon for round trip shipments from _____, N.H. or travel when rotation or moving is required.
- g. The grower agrees to pay for _____ colonies of bees at the rate of \$_____ per colony.
- h. Payment shall be made to the beekeeper as follows:
 \$_____ per colony on delivery and the balance on or before ____/____/____
 Additional moves or settings shall require \$_____ per hive per move.
- i. The grower agrees to pay the beekeeper an additional \$_____ per hive for each additional hive requested beyond the number of hives stated in part 2:a of this contract and after the dates of placement specified in part 2:a of this contract.
- j. The grower agrees to pay the beekeeper an additional **\$55.00 per hive** for changes in hive placement during the contract duration unless such changes are agreed to as follows:
 _____.
- k. Loss of bee colony populations due to application of farm chemicals/pesticides in violation of this contract shall be reimbursed to the beekeeper at the rate of \$175.00 per hive. Payment of said reimbursement shall be made no less than 14 days subsequent to the date of said application. Loss of bee colony population shall be defined as the death of 50% or more of the adult bees in a given hive.

4. PERFORMANCE

It is understood and agreed that either party to this agreement shall be excused from the performance hereof in the event that, prior to delivery of the colonies, such performance is prevented by causes beyond the control of such party.

5. ARBITRATION

If any controversy shall arise hereunder between the parties hereto, such controversy shall be settled by arbitration. Each party within 10 days shall appoint one arbitrator, and the so named shall select a third, and the decision by any two such arbitrators shall be binding upon the parties hereto. The cost of such arbitration shall be divided equally between the parties. All Arbitration shall be have New Hampshire as a venue and shall permit telephone, internet or written hearings at the beekeepers election.

6. 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 to the interest of either party.

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

Grower

Beekeeper

Witness

Witness

Address

Address

