POLLINATION CONTRACT – HIVE RENTAL

This contract is made between:

Name of grower: _____

_____

Address: _____

_____

☐ Blueberries ☐ Cranberries

☐ Apples ☐ Others (specify): _____

Hereinafter the "grower"

and

Name of Beekeeper: _____

_____

Address : _____

_____

Hereinafter the "beekeeper"

The present contract will be valid for the season starting on : _____

and finishing on : _____

1. BEEKEEPER'S RESPONSIBILITIES

A. The beekeeper will provide the grower, for pollination purposes, with _____ hives (bee colonies) and deliver them to the grower on the following dates and locations :

Hive delivery date [1] : _____

Location name and description : _____

[1] If a change is to be made to the delivery date, the party responsible for the modification must notify the other party at least 72 hours before the planned original delivery date. Parties must agree on the new delivery date.

The beekeeper will place his hives as instructed by the grower or, in the absence of any direction, in the location he will deem most appropriate to ensure maximum pollination coverage.

B. The beekeeper shall provide hives with the following characteristics: a hive with 10 frames of adult bees at 16°C or more, with brood.

C. The hives can be inspected by the grower with the beekeeper's consent, in the latter's presence or that of his representative or not, after giving the beekeeper a reasonable, 48 hours notification.

D. The beekeeper agrees to maintain his bees in proper pollination conditions through an optimum management of his hives and to harvest honey on site if need be.

E. The beekeeper agrees to leave his hives on site for a period of : _____ or proportionally to the floral density.

2. GROWER'S RESPONSIBILITIES

A. The grower agrees to provide an appropriate location for the hives and not to move or manipulate the hives once they have been installed in the agreed location by the beekeeper. Said location must be accessible by truck and by any other type of vehicle used for hive manipulation and management. The grower must allow the beekeeper to access the site on an as needed basis in order for him to care for his hives.

B. The grower shall not apply any toxic phytosanitary product (pesticide, herbicide, fungicide, etc.) on the crop while it is being pollinated by the bees nor immediately before the bee's arrival if product residue can endanger the colonies. Should such application become necessary, the removal period indicated by the manufacturer must be respected.

In case of emergency phytosanitary treatment, the grower agrees to bear all costs associated with the displacement of the hives and to respect the removal period recommended by the sanitary product's manufacturer as well as to inform the beekeeper 48 hours before the projected removal period[2].

In any case, the grower agrees to inform the beekeeper before the signing of the contract if a systemic[3] or neonicotinoid class pesticide has been used on the culture to be pollinated since the beginning of the season, before the hives' arrival, by filling the chart below.

If the grower can't determine whether the pesticides used before the hives' arrival are systemic or belong to the neonicotinoid class, all pesticide treatments must be listed in

[2] The phytosanitary product's technical data sheet should include a recommended removal period. In case of doubt, it is recommended to seek advice from a veterinary or a beekeeping advisor.

[3] A systemic product is a pesticide whose toxic molecules are integrated into the plant and circulate permanently in its fluids.

the following chart, including those made by way of seed coating. Systemic treatments by means of seed coating must also be listed.

Product's commercial name	Application Date	Coated seeds (YES/NO)

C. The grower shall inform the beekeeper within the next 24 to 72 hours if an important frost damages the culture.

D. The grower shall provide a sufficient source of good quality water when no such source exists at a distance of less than 100 meters of each hive used for pollination. In that case, the grower must install the water supply system before the start of the pollination season.

E. The grower shall ensure the rented hives' protection and take full responsibility for any loss, colony deaths, thefts, damage or vandalism to the hives and the beekeeper's material. The grower shall indemnify the beekeeper on the basis of the hives' full replacement value.

F. The grower agrees to pay the following amount for the pollination services:

_____ colonies at a cost of : _____ $ for a total of : _____ $

This amount will be adjusted upwards or downwards on a percentage basis following an inspection of the colonies' strenght.

G. The grower shall give the beekeeper 25% of the amount due at the end of March, in this case : _____ $ and the balance no later than : _____.

H. The grower agrees to have the pollinating hives evaluated one week before the end of the pollination contract.

3. YIELD

As long as he has complied with all conditions detailed in Article 1 the beekeeper can't be held responsible for any loss or diminished crop yield following the pollination covered by the present agreement.

4. ARBITRATION

The inspection report will be authoritative.

5. CONTRACT CANCELLATION AND THIRD PARTY ASSIGNATION

The present contract cannot be assigned or transferred by either party without a written agreement of both parties.

In the case of force majeure, the present contract can be terminated by either party, who must notify the other. Termination is effective upon notification.

At any time, the two parties can agree in writing to terminate the present contract.

6. CONTRACT SIGNATURE

In witness whereof, the parties have signed in: _____

As of: _____

THE BEEKEEPER	THE GROWER

Agriculture, Pêcheries et Alimentation Québec

FÉDÉRATION DES APICULTEURS DU QUÉBEC

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ANNEX 1

BASELINE DATA
POLLINATION BY MEANS OF HIVE LOCATION

Average hive and hive component market value

Reference : May 2009

Frame	20 x	3.00 $	=.....	60.00 $
Inner Cover	1 x	8.00 $	=.....	8.00 $
Cover	1 x	20.00 $	=.....	20.00 $
Super	2 x	40.00 $	=.....	80.00 $
Colony	1 x	250.00 $	=.....	250.00 $
Hive base	1 x	20.00 $	=.....	20.00 $

TOTAL HIVE VALUE : ..... 438.00 $

Established hive market value takes into account incurred loss of honey yields during the season due to hive replacement, human resources needed for the purpose of its regeneration, and losses associated to the possibility of creating one or many new hives from an existing one.

ANNEX 2

Crop Specific Pollination Criteria

Crop	Approximate Date of Beginning of Flowering	Optimal Pollination Duration	Number of hives for optimal pollination	
Cranberries	June 24 to July 1st	21 to 30 days	3 hives/acre	
Blueberries	May 25 to June 5	18 to 21 days	1 to 5 hives/acre depending on floral density	
Apples	May 10 to June 10	5 à 16 days	Standard	1 hive/acre
			Semi-dwarf	2 hives/acre
			Dwarf	3 hives/acre

ANNEX 3

Price Paid to the Beekeeper
for Blueberry Fields Pollination Services
Based on the Number of Bee Frames

Number of bee frames		Price to be paid per hive
Between 1 and 7 bee frames	outside the norm	0 $
8 and 9 bee frames	normalised	125 $ per hive
10 bee frames or 1 bee super	normalised	140 $ per hive
11 bee frames or more	normalised	150 $ per hive