



Bee Bank Hosting Program

Bee habitat Hosting Agreement

Apiary Hosting Agreement

This Agreement is made effective as of [date] _____, by and between the Bank Bank and,

_____ located at _____
[Host] [Home Address]

1. Purpose

The purpose of this agreement is to allow The Bee Bank to place and maintain one or more honeybee colonies (the “Apiary”) on the Host’s “Property” for the purpose of beekeeping and honey production and further the purposes of the Bee Bank repopulation program.

The hosting Landowner shall have the absolute right to approve the location for the honeybee habitat and define the apiary boundaries.

2. Term

This Agreement shall remain in effect from the date above for a term of one year and will automatically renew annually unless terminated in writing by either party with 30 days' notice of the anniversary of an existing term.

3. Responsibilities of The Bee Bank,

The Bee Bank agrees to:

- Provide and maintain the bee colonies, hive(s), including related equipment.
- Manage all aspects of apiary colony care, including feeding, IPM management, inspections, and honey extraction.
- Monitor hive health and add or remove hives as deemed necessary.
- Ensure the area is kept clean, safe, and respectful of the Landowner's use of the Property.

4. Responsibilities of the Home-owner

The Home-owner agrees to:

- Allow access to the Property for routine hive inspections, maintenance, and honey collection.

- Refrain from using pesticides or chemicals near the Apiary without consulting the Beekeeper.
- Notify the Beekeeper of any disturbances or concerns regarding the hives.
- Pay an all-inclusive maintenance fee.
 - Initial installation Fee - Five hundred dollars is paid at the time of installation.
 - Every six months, pay an all-inclusive maintenance fee [January 6 and July 6th] via auto-pay with an approved credit card, Venmo, or Zell.

5. Host Guaranteed Honey Share

After the establishment's installation year, the homeowner/host annually shall be entitled to **100 bottles** of honey [approximately **48 lbs**] in time for the Xmas holidays and gift giving.

6. Hold Harmless & Liability Waiver

The Landowner shall not be held liable for any injury, damage, or loss directly related to the presence of the Apiary on their Property.

7. Miscellaneous

- Governing Law: This Agreement shall be governed by the laws of the State of California.
- Amendments: Any changes to this Agreement must be in writing and signed by both parties.
- Entire Agreement: This document represents the entire agreement between the parties and supersedes all prior oral or written communications.

9. Arbitration

- Any legal dispute, claim, or controversy arising out of or relating to this Agreement shall be resolved through JAMS binding arbitration, conducted in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Santa Clara County, California. The arbitrator's decision shall be final and binding on all parties.

The prevailing party in any arbitration or legal proceeding shall be entitled to recover its reasonable attorneys' fees and costs from the losing party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Host

Name: _____ Signature: _____
Date: _____

The Bee Bank (Beekeeper)

By Signature: _____
David W. Mariani
Date: _____