

POLLINATOR AGREEMENT

This Pollinator Agreement (this “Agreement”) is made and entered into effective as of _____ (the “Effective Date”) by and between Honey Bees Unlimited, LLC, a Texas limited liability company (“Beekeeper”) and _____ (“Landowner”).

NOW, THEREFORE, the parties agree to the following:

1. Beekeeper’s Responsibilities. Beekeeper agrees to:

(a) Place beehives on Landowner’s property set forth on Exhibit A attached hereto (the “Property”) in the location on the Property directed by Landowner (the “Apiary”) to provide pollination of whatever plants Landowner has on the Property.

(b) Place the hives at the Apiary on the Property.

(c) Be responsible for the care, feeding and maintenance of the beehives.

(d) Be respectful of the Property including fences, cropland and livestock.

(e) Close all gates after passing through in a timely manner.

(f) Use only designated and agreed upon roadways to travel to the Apiary.

(g) Avoid accessing the Apiary after a heavy rain until the roadways have dried enough to travel such roadways without doing unnecessary damage unless it is an emergency (e.g., hurricane).

(h) Remove all beehives and equipment from the Property within 30 days’ following receipt of written notice should Landowner desire such removal for any reason, in Landowner’s sole discretion; provided, however, no portion of the Beekeeper Fee (as defined below) shall be refunded.

(i) Keep the Apiary neat and tidy and not place unused and unnecessary equipment or debris on the Property.

(j) Beehives will be located on the Property for a minimum of 7 months of each calendar year (a “Bee Placement Period”).

(k) Maintain documentation of the date beehives are placed on, and removed from, the Apiary.

(l) Comply with all requirements of the county and state on which the

Property is located.

(m) Provide the information for Landowner to complete the questionnaire required by the appraisal district in which the Property is located.

(n) Provide a minimum of 6 beehives and a maximum of 16 beehives maximum unless otherwise agreed by the parties in writing.

2. Landowner's Responsibilities. Landowner agrees to:

(a) Provide the Apiary location on a level area on the Property for Beekeeper to place beehives, with such location determined at the time of site survey. After Beekeeper places beehives at such Apiary location, if Landowner instructs Beekeeper to move the beehives to another Apiary location on the Landowner's Property at any time during the Term, Landowner agrees to pay a \$200.00 fee to move the beehives for such move.

(b) Provide Beekeeper access to the beehives at all times the beehives are on the Property using Landowner's best efforts.

(c) Allow Beekeeper to remove its beehives anytime for any reason should Beekeeper needs to do so, in Beekeeper's sole discretion.

(d) Not allow any other beehives placed on the Property without giving 30 days' prior written notice to Beekeeper.

(e) Notify Beekeeper of any damages to the beehives (e.g., due to floods, winds, vandals and wildlife and other reasons) by calling 940-299-8335 as soon as possible so Beekeeper can try to fix the damage and save the bees.

(f) Provide payment of the current Beekeeper's rate to Beekeeper for each Bee Placement Period during which the beehives are on the Property during the Term (as defined below), which amount shall be due upon receipt of invoice each year.

(g) Allow Beekeeper's placement of one swarm trap as a bee management tool.

(h) Notify Beekeeper in writing at least 3 days prior to use of herbicides or pesticides to allow Beekeeper time to take appropriate action.

3. Ownership of Beehives and Related Products. Landowner acknowledges and agrees that all beehives placed on the Property by Beekeeper, as well as all honey, products and proceeds from such beehives (collectively, the "Beehives and Related

Products”), shall be Beekeeper’s property, and Landowner shall have no right to the Beehives and Related Products during the term of this Agreement or thereafter.

4. Signage. Landowner authorizes Beekeeper to place signage on Landowner’s fence as required by the Texas Farm Animal Liability Act as set forth in Exhibit B attached hereto.

5. Term. The term of this Agreement (the “Term”) shall begin on the Effective Date and shall continue until either party provides the other party written notice of termination at the end of a Bee Placement Period.

6. No Representations or Warranties; Indemnification. Beekeeper makes no representations or warranties regarding pollination of Landowner’s plants. Landowner acknowledges and agrees that bees stings can be harmful to people and animals, and Landowner hereby releases Beekeeper, and indemnifies and holds Beekeeper harmless, for any injuries or death caused by Beekeeper’s bees placed on the Property.

7. Miscellaneous Provisions.

(a) Descriptive Headings. The descriptive headings of this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

(b) Notices. Any notice or other communications which are required or permitted hereunder shall be in writing and shall be delivered either personally, by registered or certified mail (postage prepaid and return receipt requested), or by express courier or delivery service, addressed as follows:

If to Beekeeper:

Honey Bees Unlimited, LLC
1709 Westchester St.
Denton, Texas 76201

If to Landowner:

or at such other address and number as either party shall have previously designated by written notice given to other party in the manner hereinabove set forth. Notices shall be deemed given when delivered and receipted for (or upon the date of attempted delivery where delivery is refused), if hand-delivered, sent by express courier or delivery service, or sent by certified or registered mail.

(c) Governing Law. This Agreement shall be governed by and construed in

accordance with the laws of the State of Texas.

(d) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Beekeeper and Landowner and their respective successors, legal representatives and assigns. If Landowner sells or otherwise transfers ownership of Landowner's Property during the Bee Placement Period to a third party (the "New Landowner"), this Agreement shall be assignable to such New Landowner for the remaining portion of the Bee Placement Period; provided, however, (i) the fee paid by Landowner to Beekeeper under this Agreement shall be non-refundable to either Landowner or New Landowner; and (ii) the New Landowner must agree to the terms of this Agreement.

(e) Waivers and Amendments. Any waiver of any term or condition of this Agreement, or any amendment or supplementation of this Agreement, shall be effective only if in writing. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit or waive a party's rights hereunder at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

(g) Cost of Litigation. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in connection with such action or proceeding, in addition to any other relief to which it or they may be entitled.

(h) No Presumption Against Drafter. The parties understand and agree that: (i) this Agreement is freely negotiated by all parties; and (ii) in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn against any party by virtue of that party having drafted this Agreement or any portion thereof.

(i) Jurisdiction and Venue. The parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a Texas state court of competent jurisdiction sitting in Denton County, Texas.

(j) Facsimile or PDF Signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission (whether directly from one facsimile device to another or whether mediated by the worldwide web), by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

BEEKEEPER:

Honey Bees Unlimited, LLC

By: _____

Name: Gary D Barber

Title: Managing Partner

LANDOWNER:

By: _____

Name: _____

Title: _____

Exhibit A
Description of Landowner's Property

SAMPLE

Exhibit B
Signage

Honey Bee Sanctuary

managed by

Honey Bees Unlimited, LLC

honeybeesultd.com



WARNING

Under Texas law (chapter 87, civil practice and remedies code), a farm animal professional or farm owner or lessee is not liable for an injury to or the death of a participant in farm animal activities, including an employee or independent contractor, resulting from the inherent risks of farm animal activities.

940-299-8335