

Landowner and Beekeeper Lease Agreement

1. Parties & Intro

Landowner/Agent:

cynthia thomas

Beekeeper/Entity:

Location of Land ("Space"): [Include address where beehives will be kept with description. For example, Southwest corner of 123 Farm Rd. or Northeast Corner on Rooftop of XYZ Warehouse on 123 Industry Ln.]

3623 Hedwigs Hill Rd.; Mason, TX

City: mason State: tx Zip: 76856

This Landowner and Beekeeper Lease Agreement is for the temporary use of Space to be used as an apiary for beekeeping, pollination, bee breeding, or other honey bee-related activities only and is entered into this 10th day of april, 2024 between the "Landowner" and "Beekeeper" listed above.

2. **Term:** The term of this tenancy will begin on the 10th day of April, 2024 and continue as follows (Check one):

☒ Month-to-Month: This month-to-month agreement may be terminated by either party by giving a written notice at least 60 days prior to termination.

OR

☐ Fixed Term: The terms of this agreement expire at 9pm on the ____ day of _____, 20____.

3. **Rent or Value Given ("Consideration"):** Beekeeper agrees to give the following to Landowner in exchange for the use of the Space: (Check at least one)

☐ Payment of \$_____.

☒ Pollination Services with an estimated value of \$_____.

☐ Honey (may be delivered upon harvest) with an estimated value of \$_____.
(If Beekeeper does not harvest honey, Beekeeper agrees to give the estimated value instead.)

☐ Other item or service of value: _____.

This Consideration must be given by the following date or time that is within the Term of this Agreement as stated below:

[Note: If honey is given, the parties may agree for delivery within a specific time after extraction. e.g. Within 1 month of extraction.]

4. **Early Termination Fee:** If Beekeeper needs to end this lease agreement early, then Beekeeper may pay an early termination fee to Landowner of \$_____.
5. **Usage:** Beekeeper may only use the Space for beekeeping, pollination, bee breeding, or other honey bee-related activities. The Space may not be used for commercial, non-farm activities such as honey processing, extraction, or honey sales without written permission. Use of this Space does not give Beekeeper permission to use other parts of the land, property, or grounds adjacent to the Space. For example, Beekeeper cannot use an adjacent barn without permission.
6. **No Liens:** The Landowner understands that the bee colony, hive, and honey remain the property of the Beekeeper, and no lien will attach for any liability arising out of this agreement.
7. **Pesticides and Due Care:** Landowner will follow all pesticide labels according to the law. Landowner will not apply pesticides to the Space that are labeled as toxic to bees while the bees are being used as pollinators, nor immediately before their arrival, if residual applications are toxic. Landowner will provide Beekeeper with at least 14 days' notice before applying any agricultural insecticides or herbicides within two (2) miles of the Space. Beekeeper may add the Space to any government or industry lists to help pesticide applicators avoid spraying or harming the bees. If the Landowner creates a condition that could affect the health of the bees, including pesticide applications, the Beekeeper may leave the Space without payment of Rent or Value Given. And, if colony loss results, Beekeeper may seek reimbursement under the Hive/Colony Damages provision below.

8. **Impossibility or Frustration:** If an unforeseeable circumstance arises that prevents the Beekeeper from using the Space for beekeeping or otherwise frustrates the purpose of Beekeeper's placement of hives, the Beekeeper is relieved from the payment of Rent or Value Given under this agreement. For example, if a fire destroys a significant portion of the bee forage or the colonies are flooded after a hurricane, the Beekeeper will not be obligated under this agreement to fulfill payment obligations.
9. **Swarm and Duty to Report:** A swarm occurs when tens of thousands of bees leave the hive all at once and form a large "ball" of bees that typically forms within 150 feet of the hive. Landowner agrees to promptly inform Beekeeper by telephone if Landowner discovers a swarm near one of the beehives, and Landowner agrees not to permit others onto the Space and Landowner's land to retrieve any swarm unless the Beekeeper consents. Landowner also agrees to promptly inform Beekeeper of other unusual conditions such as aggressive hives or tipped or flooded hives as the Landowner becomes aware of such circumstances. The Landowner bears no responsibility to report conditions that the Landowner is unaware of, and a failure to report does not give rise to any liability of the Landowner.
10. **No Improvements:** Beekeeper may not improve the land without Landowner's permission in writing. For example, this means that adding a storage shed, honey house, digging a pond, or planting shrubs or trees is prohibited without written permission from the Landowner.
11. **No Waste:** Beekeeper will not commit or suffer any waste of the Space or make any change in the use of the Property which will in any way materially increase the risk of fire or other hazard arising out of the use of the Space. For example, this means no tearing down fences or cutting down trees.
12. **Gates:** Beekeeper will ensure that any gates, fences, or other locks on the property are always kept closed.
13. **Egress and Vehicle Description:** The parties acknowledge that beekeeping requires access to the beehives, and sometimes hives must be accessed under nightfall or early morning. Therefore, Landowner always authorizes Beekeeper ingress to or egress from the Space necessary for Beekeeper to maintain the hives unless limited below.

Ingress/Egress: none
(example: stairwell only, or 'none')

24/7

Accessible hours: _____
(example: 24/7, weekends & holidays only, business hours only)

If the Space is located on the rooftop of a building, whether commercial or residential, the Beekeeper will take reasonable action to not disturb any residents, businesses, or occupants of the building.

Beekeeper will provide Landowner a list of all vehicles that may be used for beekeeping on the Space. For reference, the following vehicles are permitted entry, exit, and use of the Space for beekeeping:

Year/Make and Model _____ Color _____

Year/Make and Model _____ Color _____

14. No Subletting or Unauthorized Entry: Beekeeper may not give the Space to another or allow the Space to be used by another without the written consent of the Landowner. This means, for example, that Beekeeper may not permit other beekeepers or beekeeping clubs to use the Space without permission from the Landowner. Similarly, the Landowner will not authorize others to enter the Space or otherwise approach the beehives.

15. Exclusivity: The Landowner agrees to give Beekeeper exclusive use of the Space and not lease to any other third-party beekeepers or allow placement of hives from third-party beekeepers within land owned by Landowner that is within two (2) miles of the Space without Beekeeper's consent. This consent will not be unreasonably withheld after considering the number of Beekeeper's hives, the availability of forage for the bees, Landowner's pollination needs, or other relevant factors.

16. Change of Address: Both parties will notify the other of any change of address or contact information as outlined in Exhibit 1 - Contact Information.

17. Limitation of Liability: The parties agree that honey bees can be, but are not usually, dangerous. Still, because bees may be aggravated for reasons beyond the Beekeeper's control, neither party nor its agents will hold the other party or its agents liable for injuries caused by honey bees. Landowner remains responsible for liabilities caused by Landowner's own negligent acts or omissions. Both parties will use appropriate caution near the Space to avoid unnecessarily disturbing the honey bees. Beekeeper acknowledges that Landowner does not insure Beekeeper's property or any liability the Beekeeper may incur while using the Space and that it is the sole responsibility of the Beekeeper to have insurance to cover any loss of property or injury. Neither party is responsible for acts beyond the party's control such as what is commonly called an "Act

of God.” This includes hurricanes, tornados, floods, lightning, or other hazards that may cause damage to people or possessions in connection with this agreement. This agreement is not intended to confer any benefits or grant any rights to third parties.

18. **Move out:** Beekeeper will remove all items from the Space prior to move out and will return any keys to Landowner and return the Space to its original condition, leaving no debris, broken frames, or other trash behind.
19. **Transportation of Hives:** Beekeepers must take appropriate care when transporting hives of honeybees. All loads of hives and supers of honey should be secured. Bees being transported should have entrance screens or be secured under netting. Landowner will accept no responsibility for damage to persons or property that come as a result of transportation of beehives.
20. **Remedy upon Landowner’s breach:** The parties agree that it is difficult to determine the sum of damages that Beekeeper may have if the Beekeeper is wrongfully prevented from using the Space for beekeeping. Therefore, the remedy for Landowner’s breach of this lease agreement that prevents Beekeeper from using the Space for beekeeping will be the payment of costs incurred for the Beekeeper to relocate the hives in an amount not to exceed \$_____ per hive.
21. **Remedy upon Beekeeper’s breach:** If Beekeeper materially breaches a term of this lease agreement, Landowner agrees to give written notice to Beekeeper of the breach and offer an opportunity to cure the breach within a reasonable time of at least 3 days. Nonpayment of Rent or Value Given (“Consideration”) is a material term of this lease agreement. Failure to cure the breach will require the Beekeeper to immediately vacate the Space subject to the “Move out” provision below. Beekeeper will also be subject to the costs to repair of any intentional or reasonably foreseeable damages caused by Beekeeper. For example, this means that if Beekeeper accidentally backs into a fence while moving beehives, Beekeeper will be liable to pay the costs to repair it.
22. **Hive/Colony Damages:** In the event of a breach of this Lease agreement that causes physical damage to hives or colonies, the parties agree that the value for colony loss or hive loss will be determined based on the amount the USDA would reimburse on a per-colony or per-hive basis under the Emergency Assistance for Livestock, Honeybees, and Farm-Raised Fish Program (ELAP – Honeybees) for the year in which the loss occurred. The cost of feed for the honeybees may also be included. If ELAP is not available in the year of the loss, then a fair market value calculation may be used.

23. Cooperation for Insurance or tax purposes: Each party agrees to reasonably cooperate with the other as necessary for the procurement of an insurance policy or proceeds or for tax purposes. This provision does not require either party to bear any financial liability or incur any expense. For example, if Landowner needs Beekeeper's signature to certify that Beekeeper is "farming" in order to obtain a land tax reduction, then Beekeeper will cooperate. Or if Beekeeper is applying for insurance payments and needs Landowner to sign an affidavit of loss, then Landowner will cooperate.

24. Land Use and Zoning: Land use and zoning laws differ across the country. Both parties agree to conform to all applicable laws or regulations with respect to beekeeping and land use. If zoning laws or other regulations prohibit or limit beehives upon the land where the beehives will be located, Beekeeper agrees to follow such laws.

25. Survival Clause and Merger: This Agreement may not contemplate all scenarios or local laws. If it turns out that a particular term is not enforceable, this will not affect any other terms. These terms control the relationship between Landowner and Beekeeper, and it is intended to be the complete and final written agreement between the parties. Any prior oral agreements between the parties are deemed to be written in this contract.

Signatures:

Beekeeper:

_____ Date _____

Landowner:

cynthia thomas Date april 10, 2024

[Both parties should keep a copy of the signed agreement.]

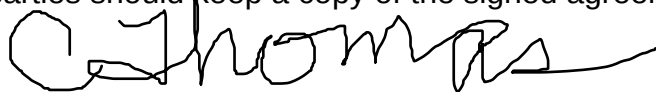


EXHIBIT 1 – CONTACT INFORMATION

Landowner

830-377-7468

Telephone: _____

Address: _____

Email: _____

Beekeeper

Telephone: _____

Address: _____

Email: _____