



Sample Pollination Agreement¹

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The business of pollination is still in its infancy in many areas of the United States, although it is expected to come into its own in the future, especially with the increasing interest in growing hybrid plants (cotton, sunflowers, carrots, onions). In Florida, the major need for pollination is in fruit and vegetable production. It is well documented that squash, watermelon, cucumber, pumpkin and numerous fruits will yield more in both quantity and quality when pollinated by insects. Routinely using honey bees to pollinate takes much of the "guess work" out of vegetable production. Yields poor in quantity and quality are often blamed on bad weather, but a strong pollinating force may substantially offset marginal climatic conditions.

In order for the pollination business to prosper, growers must be educated about the value of honey bees. There are good grounds for promoting pollination based on the same principles growers now take for granted concerning "routine" use of pesticides, fertilizers and practices. The key to a prospering pollination service is proper promotion and honest, quality service. A set of standards would be invaluable in developing what has been called "a stable pollination service." Lacking this standardization, the would-be pollinator is well advised to employ a written contract which details the

expectations of both parties--beekeeper and grower. Further information on pollination practices are available in Agriculture Handbook 496, Insect Pollination of Cultivated Crop Plants, written by S. E. MacGregor and published by the Agricultural Research Service in 1976. The publication can be requested at local libraries.

The following is a suggested pollination agreement adapted from that found in Agriculture Handbook 496.

POLLINATION AGREEMENT This agreement is made _____ 19____ between _____, (Grower's Name) hereinafter called the grower and, _____ hereinafter called the beekeeper.

(Beekeeper's name) 1. **TERM OF AGREEMENT.** The term of this agreement shall be for the _____ growing season.

2. **RESPONSIBILITIES OF THE BEEKEEPER**
a. The beekeeper shall supply the grower with _____ hives (colonies) of bees to be delivered to the (cucumber, watermelon field, etc.) as follows: (Fill in the appropriate line or lines and cross out those that do not apply).

1. This document is ENY110, one of a series of the Entomology and Nematology Department, Florida Cooperative Extension Service, Institute of Food and Agricultural Sciences, University of Florida. Reviewed May, 2003. Visit the EDIS Web Site at <http://edis.ifas.ufl.edu>.
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Approximate date: _____ days after written notice from the grower.

Time in relation of amount of crop bloom: _____
Description of location(s): _____

____ (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 are given, according to his judgement 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.

_____ story hives.

The grower shall be entitled to inspect, or cause to be inspected, each colony of bees after giving reasonable 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) Approximate date: _____ days after written notice from the grower.

Time in relation of amount of crop bloom: _____
Other: _____

3. RESPONSIBILITIES OF THE GROWER a. The grower agrees to provide a suitable place to locate the hives. The site must be accessible to a truck and other vehicles used in handling and servicing the colonies.

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 the use of trucks or other vehicles in handling and servicing such bees.

b. The grower agrees not to apply highly toxic pesticides to the crop while the bees are being used as pollinators nor immediately prior to their movement if the residue would endanger the colonies. The following pesticide materials, other agricultural chemicals, and methods of application are mutually agreed to be suitable while the bees are on the crop:

_____ The grower agrees to notify the beekeeper if hazardous materials not listed are to be used. 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.

c. The grower agrees to pay for _____ colonies of bees at the rate of \$ _____ per colony. Payment shall be made to the beekeeper as follows: \$ _____ per colony on delivery and the balance on or before _____ of said year. Additional moves or settings shall require \$ _____ per hive per move.

d. The grower agrees to provide adequate watering facilities for the bees if none are available within one-half mile of each colony used in pollinating the crop.

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.

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

_____ By

_____ (address)

_____ Beekeeper

_____ By

_____ (address)

A primary concern of beekeepers when involved in contracting their bees for pollination is the use of pesticides by the grower. The Florida Cooperative Extension Service publishes Circular 534, "Protecting Honey Bees From Pesticides," which provides important pointers on this subject.

The Service also publishes a number of aids to beekeepers including: Circular 537, "A Florida Beekeeping Almanac;" Circular 686 "Florida Bee Botany;" Circular 766, "Diseases and Pests of the Honey Bee;" and Circular 722, "A Study in Profitability for a Mid-Sized Beekeeping Operation." Also available from the Extension Apiculturist are a series of "Hints for the Hive" and the monthly newsletter, "APIS-Apicultural Information and Issues." Any of the above should be readily available from county Cooperative Extension Offices.