

BEEKEEPING AGREEMENT

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This Beekeeping Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[LANDOWNER LEGAL NAME], an individual residing at / a [STATE] [ENTITY TYPE] with an address at [LANDOWNER ADDRESS] ("**Landowner**"); and

[BEEKEEPER LEGAL NAME], an individual residing at / a [STATE] [ENTITY TYPE] with an address at [BEEKEEPER ADDRESS] ("**Beekeeper**").

Landowner and Beekeeper are each a "**Party**" and together the "**Parties**."

Recitals. Landowner owns or controls land suitable for placing honeybee colonies, and Beekeeper keeps honeybees and wishes to locate hives on that land to produce honey, provide pollination, and maintain healthy colonies. Landowner is willing to allow Beekeeper to place and tend hives on the terms below. This Agreement grants a limited, revocable license to enter and use a defined area of the land and does not convey any ownership, lease, or tenancy interest. In consideration of the mutual promises below, the Parties agree as follows.

1. License to Place Hives

1.1 Grant of license. Landowner grants Beekeeper a non-exclusive, revocable license to enter the Land described in Section 1.2 to place, maintain, inspect, and remove honeybee hives and related equipment (the "**Apiary**"), solely for the purposes stated in this Agreement.

1.2 Apiary location. The Apiary will be located on Landowner's property at [PROPERTY ADDRESS / PARCEL DESCRIPTION] in [COUNTY, STATE], within the designated area described as [DESCRIBE LOCATION, e.g. the northeast field, the orchard margin, or the area marked on the attached sketch] (the "**Hive Site**"). Beekeeper will not relocate hives outside the Hive Site without Landowner's prior consent.

1.3 Number of colonies. Beekeeper may maintain up to [NUMBER] hives at the Hive Site. Any increase requires Landowner's prior written consent.

1.4 No tenancy. This Agreement creates a license only. It does not create a lease, easement, partnership, or any interest in the Land, and Landowner retains full possession and control of the Land.

2. Term and Termination

2.1 Term. This Agreement begins on the Effective Date and continues for [NUMBER] [months / years / one full beekeeping season], and renews automatically for successive like periods unless either Party gives written notice of non-renewal at least [NUMBER] days before the end of the then-current term.

2.2 Termination for convenience. Either Party may terminate this Agreement on [NUMBER, e.g. 30] days' prior written notice, subject to the seasonal-removal provision in Section 2.4.

2.3 Termination for cause. Either Party may terminate immediately on written notice if the other Party materially breaches and fails to cure within **[NUMBER, e.g. 10]** days after written notice describing the breach.

2.4 Removal of hives. On termination or non-renewal, Beekeeper will remove all hives, equipment, and materials within **[NUMBER, e.g. 30]** days, taking reasonable care for colony health and weather. If Beekeeper fails to remove the hives within that period, Landowner may, after **[NUMBER]** days' additional written notice, arrange removal and storage at Beekeeper's reasonable expense, exercising care for the bees.

3. Access and Site Conduct

3.1 Access. Beekeeper may access the Hive Site at reasonable times to tend the colonies. Where the Land is not otherwise open, Beekeeper will use the route designated by Landowner and will close gates and respect Landowner's operations and other occupants.

3.2 Site maintenance. Beekeeper will keep the Hive Site orderly, control weeds and brush immediately around the hives as needed, and not accumulate debris or unused equipment beyond what is reasonably necessary.

3.3 Water. Beekeeper is responsible for providing a water source for the bees to discourage them from congregating at neighboring water sources, **[unless Landowner agrees to permit use of a specified water source]**.

3.4 No interference. Beekeeper will conduct activities so as not to unreasonably interfere with Landowner's use of the Land, livestock, crops, or other occupants, and will coordinate hive inspections to avoid conflict with farming operations where practicable.

4. Colony Care and Husbandry

4.1 Standard of care. Beekeeper will keep and manage the colonies using generally accepted beekeeping practices, will inspect them with reasonable regularity, and will maintain them in good health.

4.2 Disease and pests. Beekeeper will monitor for and manage pests and diseases (including mites and foulbrood), will not knowingly bring diseased colonies onto the Land, and will report any reportable disease to the appropriate authority as required by law.

4.3 Swarms. Beekeeper will take reasonable measures to prevent and manage swarming and will respond promptly to recover swarms from the Land or adjacent property when practicable.

4.4 Pesticide coordination. Landowner will give Beekeeper reasonable advance notice, where practicable, before applying pesticides near the Hive Site, and the Parties will cooperate to protect the colonies. Beekeeper assumes the risk of colony loss from lawful agricultural applications conducted with such notice, except to the extent caused by Landowner's negligence or willful misconduct.

5. Ownership, Honey, and Pollination

5.1 Ownership of bees and equipment. Beekeeper owns the bees, hives, and equipment at all times. They are personal property of Beekeeper and are not fixtures, regardless of placement on the Land.

5.2 Honey and hive products. Unless Section 5.3 provides otherwise, Beekeeper owns all honey, wax, pollen, propolis, and other hive products.

5.3 Compensation / share. As consideration, the Parties agree to **[CHOOSE: (a) no monetary payment, with Beekeeper providing Landowner [NUMBER] jars/pounds of honey per [season/year]; (b) a payment by Beekeeper of [\$ AMOUNT] per [period]; (c) a payment by Landowner of [\$ AMOUNT] per hive per [period] for pollination services; or (d) the arrangement described here: _____]**.

5.4 Pollination services. If pollination is a purpose of this Agreement, Beekeeper will use reasonable efforts to maintain colonies of adequate strength during the relevant bloom period for **[CROP/AREA]**, recognizing that colony strength and weather are outside Beekeeper's full control.

6. Compliance and Registration

6.1 Licenses and registration. Beekeeper will obtain and maintain any apiary registration, permits, or inspections required by state or local law for keeping bees at the Hive Site, and will provide proof on Landowner's reasonable request.

6.2 Local rules. The Parties acknowledge that beekeeping may be regulated by state agricultural law and by county or municipal ordinances, including setback, density, and nuisance rules. Beekeeper will comply with applicable rules, and the Hive Site location will be adjusted as needed to comply.

6.3 Neighbor relations. Beekeeper will site and manage hives to reduce the risk of nuisance complaints from neighbors, including by orienting hive entrances and maintaining flyway barriers where appropriate.

7. Liability, Indemnity, and Insurance

7.1 Assumption of risk. Beekeeper acknowledges that beekeeping involves risk, including stings, and is responsible for its own activities on the Land.

7.2 Indemnity by Beekeeper. Beekeeper will indemnify and hold harmless Landowner from claims, damages, and liabilities arising from Beekeeper's hives, bees, equipment, or activities, including claims by third parties for bee stings or property damage, except to the extent caused by Landowner's negligence or willful misconduct.

7.3 Indemnity by Landowner. Landowner will indemnify Beekeeper from claims arising from conditions of the Land known to Landowner and not disclosed, or from Landowner's negligence or willful misconduct.

7.4 Insurance. Beekeeper will **[maintain general liability insurance of at least [\$ AMOUNT] naming Landowner as an additional insured / provide proof of insurance on request]**. Each Party is responsible for insuring its own property.

7.5 No warranty of suitability. Landowner makes no warranty that the Land is suitable for beekeeping or free of hazards to bees, and Beekeeper has inspected the Hive Site and accepts it as-is.

8. General Provisions

8.1 Independent parties. The Parties are independent. Nothing creates a partnership, joint venture, agency, or employment relationship.

8.2 Assignment. Neither Party may assign this Agreement without the other's prior written consent, which will not be unreasonably withheld.

8.3 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules, and disputes are subject to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

8.4 Dispute resolution. Before filing suit, the Parties will attempt in good faith to resolve any dispute through direct discussion within **[NUMBER]** days of written notice of the dispute.

8.5 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.6 **Entire agreement; amendment.** This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.8 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

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

LANDOWNER

BEEKEEPER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE / N/A]**

Title: **[TITLE / N/A]**

Date: _____

Date: _____

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