

# Honey Bee Pollination Services Agreement

Contract packet for crop pollination services

| Contract details      |       |
|-----------------------|-------|
| Prepared for (Grower) | _____ |
| Farm / property       | _____ |
| Crop and state        | _____ |
| Season Year           | _____ |
| Agreement No.         | _____ |
| Date issued           | _____ |

Contents

- Cover Letter
- Honey Bee Pollination Services Agreement, Sections 1-25, Signatures, and Personal Guaranty
- Schedule A — Season, Crop, and Placement Terms
- Schedule B — Fee Schedule
- Schedule C — Colony and Equipment Replacement Values
- Exhibit D — Crop and State Addenda (California Almonds; Washington Sweet Cherries; Washington Highbush Blueberries)
- Exhibits E-H — Placement Map, Colony Strength Inspection Report, Lender Acknowledgment and Payment Direction, Placement Receipt
- Attachment 1 — Non-Binding Projected Hive Rental Estimate (separate from the Agreement)

Contact: Joseph Guilmette | [Phone] | [Email]

Confidential — prepared for the named Grower. Please review carefully and consult your own advisor before signing.

**APIS MELLIFERA AGRICULTURAL GROUP (AMAG)**

d/b/a Busy Bee Honey | Ferndale, Washington

[Street address] | [Phone] | [Email] | WSDA Apiarist ID: [\_\_\_\_\_]

[Date]

[Grower name]

[Farm / entity name]

[Mailing address]

**Re: Reservation of Honey Bee Pollination Colonies — [Crop], [Season Year] Bloom**

Dear [Grower name]:

Thank you for considering Apis Mellifera Agricultural Group (AMAG) for your [crop] pollination this season. We are now scheduling colony allocations for the [Season Year] bloom and would like to reserve [number] colonies for your [acreage]-acre block at [farm location].

Enclosed is our Pollination Services Agreement. Schedule A lists the details that are specific to your farm — the estimated placement and removal dates, how the colonies will be placed, the minimum colony strength, and the price. These terms are a starting point. We will finalize them with you before you sign, and the estimated dates will move with actual bloom.

**To confirm your reservation, please:**

1. Review the Agreement, complete Schedule A with us, and initial the sections marked for initials.
2. Choose a payment option in Section 7: either 100% before delivery, or 50% before delivery with the balance due within 14 days after placement.
3. Sign and return the Agreement with your deposit by [reservation deadline]. Colonies are allocated in the order that signed agreements and deposits are received.

Please note three points before you sign. First, while our colonies are on your property you are responsible for protecting them, including from pesticide exposure from any source (Section 10). Second, we need at least 14 days' written notice before any requested removal or planned pesticide application (Section 13). Third, our operation is financed in part through agricultural lending. Your payments may be directed to our lender, and we may ask you to sign a short payment acknowledgment (Exhibit G). This will not change your price or any of your obligations.

If you have questions about any term, please call me directly. We look forward to working with you this season.

Sincerely,

Joseph Guilmette

[Title], Apis Mellifera Agricultural Group

Enclosures: Pollination Services Agreement with Schedules A–C and Exhibits D–H; Attachment 1, Non-Binding Projected Hive Rental Estimate

# HONEY BEE POLLINATION SERVICES AGREEMENT

Agreement No. \_\_\_\_\_ Season Year: \_\_\_\_\_ Crop: \_\_\_\_\_ State: \_\_\_\_\_

This Honey Bee Pollination Services Agreement (the "Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") between:

| Party              | Details                                                                                                                                                                                                                                                                                  |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Beekeeper ("AMAG") | <p>Apis Mellifera Agricultural Group, a [Washington limited liability company / sole proprietorship], d/b/a Busy Bee Honey</p> <p>Address: _____</p> <p>Phone / email: _____</p> <p>WSDA apiarist registration no.: _____ CDFA apiary registration no. (California contracts): _____</p> |
| Grower ("Grower")  | <p>Legal name: _____</p> <p>Entity type and state of organization: _____</p> <p>Address: _____</p> <p>Phone / email: _____</p> <p>Authorized signer and title: _____</p>                                                                                                                 |

## Recitals

A. Grower owns, leases, or otherwise lawfully controls the agricultural property described in Schedule A (the "Property") and grows the crop identified in Schedule A (the "Crop"), which requires insect pollination during bloom.

B. AMAG is a commercial beekeeping operation that owns and manages honey bee colonies and provides pollination services for a fee.

C. Grower wishes to rent, and AMAG agrees to provide, honey bee colonies for pollination of the Crop on the terms below. The parties intend this Agreement to be a binding commitment on which AMAG may rely in reserving colonies, declining other contracts for the same bloom window, and obtaining agricultural financing.

In consideration of the mutual promises in this Agreement, the parties agree as follows:

## 1. Definitions

**1.1 "Colony"**. means one hive of live honey bees (*Apis mellifera*) with a laying queen, brood, and comb, housed in AMAG-owned hive equipment.

**1.2 "Active Frame"**. means a standard deep comb frame on which adult bees cover at least 75% of both sides, measured under the inspection conditions in Section 5.

**1.3 "Pallet"**. means one AMAG pallet carrying four (4) Colonies.

**1.4 "Drop"**. means a group of Pallets placed together at a single location.

**1.5 "Truckload"**. means one local delivery or removal trip by AMAG's one-ton flatbed truck, towing the trailer that carries AMAG's forklift for loading and unloading, loaded or partially loaded, carrying up to the number of Pallets stated in Schedule B. A partial load is charged as a full Truckload.

**1.6 "Placement Completion Date".** means the date on which AMAG has delivered the full number of contracted Colonies to the Property, as recorded on the Placement Receipt (Exhibit H).

**1.7 "Payment Deadline".** means the fourteenth (14th) calendar day after the Placement Completion Date.

**1.8 "Contract Price".** means the total rental fee for all contracted Colonies for the Season (number of Colonies × per-Colony rental rate) plus all delivery and other charges stated in Schedule B.

**1.9 "Placement Period".** means the period from the first delivery of Colonies to the Property until AMAG has removed all Colonies from the Property.

**1.10 "Covered Loss Event".** means any event listed in Section 10.2.

**1.11 "Season".** means the bloom period for the Crop in the Season Year stated above.

## 2. Services and Term

**2.1 Colonies.** AMAG will deliver, place, maintain, and remove the number of Colonies stated in Schedule A on the Property for pollination of the Crop during the Season.

**2.2 Term.** This Agreement begins on the Effective Date and continues until (a) all Colonies have been removed from the Property, and (b) all amounts owed under this Agreement have been paid in full. Sections 6 through 12 and 17 through 25 survive the end of the Agreement.

**2.3 Optional Multi-Season Renewal.** If the box below is checked, this Agreement automatically renews for up to the following two (2) Season(s) on the same terms, except that the per-Colony rental rate may be adjusted by AMAG by written notice given no later than September 1 before the renewal Season, by no more than 10% per year. Either party may decline a renewal by written notice given no later than October 1 before the renewal Season.

☐ Multi-Season renewal applies (initial here: \_\_\_\_\_ / \_\_\_\_\_)

**2.4 No Guarantee of Crop Results.** AMAG provides Colonies that meet the strength standard in this Agreement. AMAG does not guarantee fruit set, yield, crop quality, or crop value. Those results depend on weather, crop variety, pollinizer arrangement, frost, disease, and management decisions outside AMAG's control.

## 3. Placement Time Frame

**3.1 Estimated Dates.** The Estimated Placement Date and Estimated Removal Date are stated in Schedule A. They are estimates based on typical bloom timing for the Crop and location.

**3.2 Bloom-Based Adjustment.** Actual placement and removal will follow the bloom triggers stated in Schedule A (for example, placement at approximately 5–10% bloom and removal at approximately 90% petal fall). Either party may adjust the actual dates by written notice, including email or text message, confirmed by the other party. Date adjustments made this way do not require a formal amendment and do not change the Contract Price.

**3.3 Delivery Notice.** AMAG will notify Grower at least 72 hours before the first delivery, unless Grower agrees to a shorter period.

**3.4 Transport and Inspection Delays.** Grower acknowledges that Colonies moving between states may be held for regulatory inspection (including California border-station and county destination inspections) and that

weather and road conditions may affect delivery. A delay in placement of up to 3 calendar days caused by these factors is not a breach of this Agreement. AMAG will keep Grower informed of any expected delay.

**3.5 Late Placement by AMAG.** If AMAG fails to complete placement within 5 calendar days after the actual bloom trigger in Schedule A, for reasons within AMAG's control, Grower's sole remedy is a reduction of the rental fee for the late Colonies of 1% for each full day of delay beyond those 5 days. The reduction will not exceed the rental fee for those Colonies.

## 4. Colony Placement

**4.1 Placement Method.** Colonies will be placed using the method checked in Schedule A, which may include:

- (a) **Distributed placement:** one Pallet at the end of every other row (or every \_\_\_\_ rows); or
- (b) **Grouped Drops:** Drops of \_\_\_\_ Pallets (for example, 8 Pallets) set back approximately \_\_\_\_ feet (for example, 50 feet) from the Crop, spaced approximately every \_\_\_\_ to \_\_\_\_ yards (for example, 100 to 200 yards); or
- (c) **Site map:** the locations marked on the Placement Map (Exhibit E).

**4.2 Adjustment at Signing and On-Site.** The placement method, stocking rate (Colonies per acre), and Drop locations may be adjusted when this Agreement is signed and may be fine-tuned on-site by mutual agreement at delivery, as recorded on the Placement Receipt (Exhibit H).

**4.3 Grower Site Requirements.** Grower will provide placement sites that are:

- (a) level, firm, and well-drained, above any flood or standing-water area, and outside the throw of sprinklers and the flow of irrigation water;
- (b) reachable in all reasonably expected weather by a loaded one-ton truck with trailer and a rough-terrain forklift, with a turnaround area;
- (c) clear of overhead power lines, fuel or chemical storage, burn piles, and dry brush or grass that could carry fire;
- (d) outside the direct path of airblast, aerial, or other spray equipment, and away from public roads where practical to reduce theft and vandalism; and
- (e) within reasonable distance of a clean water source for the bees (see Section 14).

**4.4 Moving Colonies.** Only AMAG personnel may move, open, or handle Colonies. If Grower needs Colonies relocated during the Placement Period, Grower will ask AMAG, and AMAG will relocate them as soon as practical. Relocation is billed at the rate in Schedule B unless it is required by AMAG's error.

## 5. Colony Strength Standards

**5.1 Minimum Strength.** Colonies will meet the minimum average and minimum individual Active Frame counts stated in Schedule A for the Crop. Unless Schedule A states otherwise, the industry-standard defaults apply:

- (a) almonds — an average of at least 8 Active Frames across the inspected sample, with no individual Colony below 4 Active Frames (Colonies of 4 or fewer Active Frames are not counted toward the Colonies delivered); and
- (b) sweet cherries, highbush blueberries, and other Washington crops — at least 6 frames per Colony, two-thirds covered with bees at 65°F, with a laying queen, consistent with WAC 16-602-030. Grower may contract for a higher standard, up to 15 Active Frames, in Schedule A at the rate stated there.

**5.2 Inspection Rights.** Grower may, at its own expense, have Colonies inspected by Grower or a qualified independent inspector, subject to the following conditions:

- (a) the inspection must be completed within 7 calendar days after the Placement Completion Date;
- (b) Grower must give AMAG at least 48 hours' notice so an AMAG representative can attend;
- (c) the inspection must be conducted early in the morning before foraging begins, in the evening after foraging ends, or when the outside temperature is at or below 55°F, unless the parties agree otherwise;
- (d) a random sample of at least 10% of the Colonies (minimum 10 Colonies, or all Colonies if fewer than 10 are placed) must be opened, selected across all Drops; and
- (e) the results must be recorded on the Colony Strength Inspection Report (Exhibit F) or an equivalent report, signed by the inspector and given to AMAG within 48 hours.

**5.3 Remedy for Shortfall.** If a valid inspection shows that the sample average falls below the Schedule A minimum average, AMAG may, within 5 days of receiving the report, either (a) supplement or replace understrength Colonies at no charge to Grower, or (b) reduce the rental fee for the affected Colonies in proportion to the shortfall. Grower's remedy is limited to these options. If no inspection report is delivered under Section 5.2, the Colonies are accepted as meeting the strength standard.

**5.4 Strength Bonus (Optional).** If checked in Schedule A, Grower will pay a strength premium of \$15.00 per Colony for all Colonies delivered when the inspected sample average is (a) 9 or more Active Frames for almonds, or (b) 8 or more frames for sweet cherries, highbush blueberries, and other Washington crops. If no inspection is made under Section 5.2, AMAG may document the qualifying average with its own pre-delivery inspection report, which Grower may verify under Section 5.2.

## 6. Fees and Charges

**6.1 Rental Fee.** Grower will pay the per-Colony rental rate stated in Schedule A for each Colony delivered.

**6.2 Delivery Charge by Truckload.** Delivery is charged per Truckload, not per Colony, at the rates in Schedule B. The rate is based on one-way road distance from AMAG's yard or staging area to the Property. The estimated number of Truckloads is stated in Schedule A. The final charge is based on the actual Truckloads used, as recorded on the Placement Receipt.

**6.3 Standard Removal.** Removal of Colonies at the end of the Season is included in the rental fee, unless Schedule B states otherwise.

**6.4 Non-Payment Removal Charge.** If AMAG removes Colonies under Section 8 because of Grower's non-payment, Grower will pay the Non-Payment Removal Charge per Truckload stated in Schedule B. This charge is in addition to the Contract Price.

**6.5 Other Charges.** Expedited removal (Section 13), relocation (Section 4.4), replacement and supplemental Colonies (Section 9), redelivery, and returned-payment charges are billed at the rates in Schedule B.

**6.6 Taxes.** The fees do not include any sales, use, or excise tax. If any such tax applies, Grower will pay it, unless Grower provides a valid exemption certificate.

## 7. Payment Terms

**7.1 Payment Option.** Grower selects ONE of the following payment options (check one and initial):

☐ **Option A — 100% Before Delivery.** Grower will pay 100% of the Contract Price, including estimated delivery charges, no later than 30 days before the Estimated Placement Date. Initials: \_\_\_\_\_

☐ **Option B — 50% / 50%.** Grower will pay a deposit of 50% of the Contract Price, plus 100% of the estimated delivery charges, no later than 30 days before the Estimated Placement Date. Grower will pay the remaining 50%, adjusted for the actual Colonies delivered and Truckloads used, on or before the Payment Deadline (14 calendar days after the Placement Completion Date). Initials: \_\_\_\_\_

**7.2 No Delivery Without Required Payment.** AMAG has no obligation to deliver any Colonies until the payment due before delivery under the selected option has been received in cleared funds.

**7.3 Method and Payee.** Payments must be made by check, ACH, or wire transfer, in the name of the payee(s) directed in writing by AMAG. Under Section 19, AMAG may direct that payments be made payable jointly to AMAG and its lender, or directly to its lender. Grower will follow any such written direction.

**7.4 Late Charges.** Any amount not paid when due accrues interest at 1.5% per month (18% per year), or the maximum rate permitted by law if that is lower, from the due date until paid. The parties agree this Agreement is a transaction primarily for agricultural and business purposes. A returned or dishonored payment incurs the charge in Schedule B.

**7.5 Cancellation by Grower.** AMAG reserves Colonies for Grower and declines other bloom-window work in reliance on this Agreement. If Grower cancels or reduces the number of Colonies after signing, Grower will pay the following percentage of the rental fee for the cancelled Colonies as liquidated damages:

| Written cancellation received                                               | Amount owed (% of rental fee for cancelled Colonies)                                                        |
|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| After signing and 30 or more days before the Estimated Placement Date       | 25%                                                                                                         |
| 8 to 29 days before the Estimated Placement Date                            | 50%                                                                                                         |
| 7 days or fewer before the Estimated Placement Date, before delivery begins | 75%, plus any delivery and removal charges in Schedule B already incurred for Colonies loaded or in transit |
| After delivery begins                                                       | 100% of the Contract Price (see Section 7.6)                                                                |

The parties agree that AMAG's actual damages from a late cancellation would be impractical or extremely difficult to determine, because bloom windows are fixed and colonies generally cannot be re-contracted on short notice, and that these amounts are a reasonable estimate of those damages. AMAG may deduct these amounts from any deposit and will refund any excess.

**7.6 Crop Conditions Do Not Excuse Payment.** Frost, hail, poor bloom, low fruit set, crop failure, market prices, or Grower's decision not to harvest do not reduce or excuse any payment under this Agreement once Colonies have been delivered.

## 8. Non-Payment, Removal, and Continuing Obligation

**8.1 Removal for Non-Payment.** If any payment required by Section 7 has not been received by AMAG by the Payment Deadline (14 calendar days after the Placement Completion Date), AMAG may give Grower written notice of non-payment. If full payment is not received within 48 hours after that notice, AMAG may enter the

Property and remove any or all Colonies from the Crop, without further notice and without liability to Grower for any effect on the Crop.

**8.2 Removal Fee.** Grower will pay the Non-Payment Removal Charge for each Truckload required to remove the Colonies, as stated in Schedule B.

**8.3 FULL CONTRACT PRICE REMAINS DUE. REMOVAL OF COLONIES FOR NON-PAYMENT DOES NOT CANCEL, REDUCE, OR OTHERWISE AFFECT THE AGREED RENTAL AMOUNT. GROWER REMAINS RESPONSIBLE FOR PAYING THE FULL CONTRACT PRICE, PLUS THE NON-PAYMENT REMOVAL CHARGE, INTEREST, AND COLLECTION COSTS, EVEN THOUGH THE COLONIES HAVE BEEN REMOVED FROM THE CROP BEFORE THE END OF THE SEASON.**

Grower acknowledges that the Colonies were reserved exclusively for Grower for the Season, that AMAG gave up other pollination opportunities for the same bloom window, and that AMAG generally cannot re-rent removed Colonies for the balance of a bloom period. The parties therefore agree that the unpaid Contract Price is a reasonable measure of AMAG's damages from Grower's non-payment and is not a penalty.

*[OPTIONAL — recommended to strengthen enforceability:] If AMAG places the removed Colonies under another paid pollination contract for the same bloom window, AMAG will credit Grower with the net rental actually received from that placement, less AMAG's additional transport and handling costs.*

Grower initials: \_\_\_\_\_ AMAG initials: \_\_\_\_\_ (Section 8.3)

**8.4 Risk Before Removal.** Grower's responsibility for the Colonies under Section 10 continues until all Colonies have been removed from the Property, including during any period of non-payment.

**8.5 Collection Costs.** Grower will pay all reasonable costs of collecting overdue amounts, including collection-agency fees, court costs, lien-filing costs, and attorneys' fees, as provided in Section 21.

**8.6 No Redelivery Until Paid.** AMAG has no obligation to return Colonies removed for non-payment. If AMAG agrees to return them, Grower will first pay all amounts due plus the redelivery charge in Schedule B.

## 9. Replacement and Supplemental Colonies

**9.1 Replacement After a Problem.** If Colonies must be removed from the Crop or replaced during the Placement Period because of a Covered Loss Event, a site problem, or a Grower request, AMAG will use reasonable efforts to supply replacement Colonies, subject to availability. Grower will pay:

- (a) the Replacement Colony rental fee per Colony stated in Schedule B;
- (b) the delivery charge per Truckload for the replacement delivery, and the removal charge per Truckload for removing the affected Colonies; and
- (c) the replacement value of any destroyed or damaged Colonies and equipment under Section 10 and Schedule C.

**9.2 Replacement at AMAG's Cost.** If replacement is required because a Colony fails to meet the strength standard in Section 5, or because of AMAG's own negligence, AMAG will replace the Colony at no charge to Grower.

**9.3 Supplemental Colonies After Initial Placement.** Grower may order additional Colonies after initial placement by written request. AMAG will supply them if available. Supplemental Colonies are billed at the Supplemental Colony rate in Schedule B, plus delivery per Truckload. Payment for supplemental Colonies is

due within 14 calendar days after their delivery. They are otherwise subject to every term of this Agreement, including Sections 8 and 10.

## 10. Damage Control Agreement — Grower Responsibility for Colonies

**10.1 GROWER ASSUMES 100% RESPONSIBILITY FOR THE SAFETY OF EVERY COLONY ON THE PROPERTY. FROM THE MOMENT EACH COLONY IS DELIVERED TO THE PROPERTY UNTIL IT IS REMOVED BY AMAG, GROWER IS SOLELY AND FULLY RESPONSIBLE FOR LOSS OF, OR DAMAGE TO, THE COLONIES (BEES, QUEENS, BROOD, AND COMB) AND ALL AMAG HIVE EQUIPMENT, PALLETS, AND LIDS PLACED UNDER THIS AGREEMENT, RESULTING FROM ANY COVERED LOSS EVENT. THIS APPLIES WHETHER OR NOT GROWER WAS AT FAULT.**

**10.2 Covered Loss Events.** Covered Loss Events include, but are not limited to:

- (a) **Fire** of any origin, including field, brush, equipment, or structure fires, and controlled burns.
- (b) **Water**, including flooding, standing water, irrigation runoff, sprinkler or micro-sprinkler spray, and drainage failures.
- (c) **Vandalism** and malicious damage.
- (d) **Theft** of Colonies, hive equipment, pallets, or lids, in whole or in part.
- (e) **Accidental damage** by Grower, Grower's family, employees, agents, contractors, lessees, custom operators, or invitees, including damage from tractors, sprayers, mowers, shakers, harvest equipment, vehicles, or livestock.
- (f) **Damage from equipment or vehicles not owned and operated by AMAG or its employees**, regardless of who operated them.
- (g) **Pesticide and chemical damage**, as described in Section 10.3.

**10.3 PESTICIDE DAMAGE — SOURCE AND LOCATION DO NOT MATTER. GROWER IS 100% RESPONSIBLE FOR LOSS OF OR DAMAGE TO COLONIES FROM ANY INSECTICIDE, MITICIDE, FUNGICIDE, HERBICIDE, ADJUVANT, PLANT GROWTH REGULATOR, OR OTHER CHEMICAL WHILE THE COLONIES ARE ON THE PROPERTY. GROWER IS RESPONSIBLE EVEN IF: (1) NEITHER GROWER NOR ANY OF ITS EMPLOYEES PHYSICALLY APPLIED THE CHEMICAL (FOR EXAMPLE, IF IT WAS APPLIED BY A CUSTOM APPLICATOR, AERIAL APPLICATOR, NEIGHBOR, LANDLORD, OR PUBLIC AGENCY); AND (2) THE CHEMICAL WAS NOT APPLIED ON OR IN GROWER'S CROP OR PROPERTY (FOR EXAMPLE, DRIFT FROM A NEIGHBORING FIELD, OR CONTAMINATED WATER OR FORAGE NEAR THE PROPERTY). IF DAMAGE OCCURS, GROWER IS 100% RESPONSIBLE FOR EACH COLONY LOCATED ON ITS LAND UNDER THIS AGREEMENT.**

Grower initials: \_\_\_\_\_ AMAG initials: \_\_\_\_\_ (Sections 10.1 and 10.3)

**10.4 Exclusions.** Grower is not responsible for loss or damage caused by: (a) the negligence or willful misconduct of AMAG or its employees, or AMAG-owned equipment operated by AMAG or its employees; or (b) natural colony conditions not caused by a Covered Loss Event, such as disease, parasites, queen failure, starvation, or absconding. If the cause is disputed, Section 10.7 applies.

**10.5 Amount Owed.** For each Colony or item of equipment destroyed, stolen, or damaged by a Covered Loss Event, Grower will pay AMAG the greater of (a) the replacement values in Schedule C, or (b) AMAG's documented current market replacement cost at the time of loss. Grower will also pay the Lost-Use Fee in

Schedule C and the replacement charges in Section 9. The parties agree the Schedule C values are a reasonable estimate of AMAG's losses, which would otherwise be difficult to calculate. Amounts are due within 30 days after AMAG's invoice. The rental fee for affected Colonies remains due in full.

**10.6 Notice and Documentation.** Grower will notify AMAG by phone and text or email within 24 hours after learning of any actual or suspected Covered Loss Event. Grower will also:

- (a) preserve the site and not disturb affected Colonies;
- (b) provide AMAG, within 48 hours of request, all pesticide application records for the Property and adjoining blocks under Grower's control during the Placement Period (product, EPA registration number, rate, date, time, applicator, and wind conditions), and the identity of any known third-party applicator;
- (c) cooperate with AMAG's collection of bee, comb, and plant samples for laboratory analysis; and
- (d) cooperate with any report AMAG files with the Washington State Department of Agriculture, the California Department of Pesticide Regulation or the County Agricultural Commissioner, law enforcement, or an insurer.

**10.7 Count and Cause Disputes.** AMAG's written damage count is binding unless, within 5 days after receiving it, Grower requests a joint inspection. If the parties still disagree on cause or extent, a laboratory residue analysis or a state apiary or pesticide-investigation finding will be accepted as evidence of cause. The cost of the analysis is paid by the party whose position it does not support.

**10.8 Grower's Rights Against Third Parties.** Grower's obligation to pay AMAG does not depend on Grower recovering from any neighbor, applicator, insurer, or other third party. After Grower pays AMAG in full for a loss, AMAG will, on request, assign to Grower AMAG's claims against the responsible third party for that loss.

**10.9 Insurance.** Grower is encouraged to confirm with its insurer that its farm policy covers Grower's obligations under this Section. If Schedule A requires it, Grower will provide a certificate of insurance before delivery. Grower's insurance does not limit Grower's responsibility.

## 11. Pesticide and Chemical Management

**11.1 Spray Plan.** Before signing, Grower will disclose in Schedule A its planned pest and disease control program for the Placement Period, including fungicides.

**11.2 Advance Notice.** Grower will notify AMAG in writing at least 48 hours before any pesticide application on the Property during the Placement Period, and will tell AMAG promptly of any application on neighboring land that Grower knows about. Notice does not shift responsibility for any resulting damage away from Grower.

**11.3 Restrictions During Placement.** While Colonies are on the Property, Grower will not apply, or allow anyone to apply, any product labeled toxic to bees, except where AMAG has agreed in writing in advance, and then only in strict compliance with the product label and applicable state rules. Any permitted fungicide or other application will be made in the late evening or at night, when bees are not foraging, and will not be applied directly to Colonies, their flight paths, or water sources. Grower will follow the honey bee best management practices published for the Crop (for example, the Almond Board of California Honey Bee Best Management Practices for almonds).

**11.4 Compliance With State Notification Rules.** Grower will make sure that every applicator complies with all state and county requirements regarding bees, including any requirement to check for and notify registered apiaries before applying pesticides toxic to bees to blooming plants.

**11.5 Compliance Does Not Excuse Damage.** Following this Section does not reduce Grower's responsibility under Section 10.

## 12. Access to Colonies

**12.1 Access Rights.** Grower grants AMAG, its employees, and its agents a right of entry to the Property at all times during the Placement Period, including nights, weekends, and holidays, to deliver, inspect, feed, treat, maintain, relocate, and remove Colonies, and to remove Colonies under Section 8.

**12.2 Gates and Roads.** Grower will provide any gate keys or codes needed for access, keep access roads passable for AMAG's loaded trucks and forklift, and give AMAG at least 24 hours' notice of any change in access.

**12.3 Interference.** If Grower blocks or delays access, AMAG is excused from any obligation affected by the interference, and Grower remains responsible under Section 10.

**12.4 Hazards.** Grower will tell AMAG about known hazards on the Property, including open ditches, wells, electric fences, and areas being sprayed.

## 13. Removal of Colonies

**13.1 Advance Written Request Required.** If Grower wants Colonies removed before the Estimated Removal Date, or before any planned pesticide application, Grower must give AMAG written notice at least 14 calendar days before the requested removal date. This allows the Colonies to be removed safely before the Agreement expires and before any pesticide exposure can occur.

**13.2 Expedited Removal.** If Grower gives less than 14 days' notice, AMAG will use reasonable efforts to remove the Colonies sooner. Grower will pay the Expedited Removal Charge per Truckload in Schedule B. Until removal is complete, the Colonies remain Grower's responsibility under Section 10.

**13.3 Spraying Before Removal.** Grower will not apply, or allow application of, any product toxic to bees until AMAG has confirmed that all Colonies have been removed. Any damage from an application made before removal is a Covered Loss Event.

**13.4 Early Removal Does Not Reduce the Price.** Removal at Grower's request before the end of the Season does not reduce the Contract Price.

**13.5 Night Moves.** Colonies are normally moved at night or early morning, when bees are in the hive. Grower will keep the removal route and Drop sites clear of equipment and obstructions.

## 14. Water and Forage

Grower will make sure the bees have access to a clean, pesticide-free water source within one-half mile (2,640 feet) of each Drop during the Placement Period, or will let AMAG place water stations at Grower's expense. Grower will not keep chemical mixing or rinse water where bees can reach it.

## 15. AMAG Obligations and Representations

AMAG represents and agrees that:

- (a) it owns or lawfully controls the Colonies and equipment, and will keep title to them at all times;
- (b) it is, and will remain, registered as an apiarist with the Washington State Department of Agriculture under RCW 15.60.021 and, for Colonies placed in California, registered with the California Department

of Food and Agriculture or the county agricultural commissioner as required by California Food and Agricultural Code section 29040 and related sections;

(c) it will mark hives and pallets with its identification as required by applicable state law;

(d) it will manage Colonies under generally accepted commercial beekeeping practices, including pest and disease management, and will meet interstate movement and inspection requirements at its own expense;

(e) it will maintain commercial general liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate while Colonies are on the Property, and will give Grower a certificate on request; and

(f) its personnel will follow Grower's reasonable site-safety and biosecurity rules that have been given to AMAG in writing.

## 16. Grower Representations

Grower represents and agrees that:

(a) it owns or leases the Property and has authority to grant the rights in this Agreement, including the access rights in Section 12. If the Property is leased, Grower has any landlord consent required;

(b) the Crop acreage and variety information in Schedule A is accurate;

(c) it has not contracted with another beekeeper or broker for the same acreage and bloom period in a way that conflicts with this Agreement;

(d) it has disclosed all known conditions that could harm the Colonies, including planned chemical applications, nearby crops likely to be sprayed, flooding history, and prior theft;

(e) it will inform its employees, contractors, and custom operators of the Colonies' locations and of Grower's obligations under Sections 10, 11, and 13; and

(f) the individual signing for Grower has full authority to bind Grower.

## 17. Stings, Public Safety, and Signage

Grower acknowledges that honey bees sting and that bees will forage beyond the Drop sites. Grower will post bee-warning signs at Drops and at Property entrances, will warn its workers and invitees (including any workers it knows to be allergic), and will keep the public away from Drops. AMAG is not liable for stings or bee-related injuries on or near the Property except to the extent caused by AMAG's gross negligence or willful misconduct. In Washington, this is consistent with RCW 15.60.250, which limits the civil liability of registered apiarists who comply with local beekeeping ordinances.

## 18. Events Beyond Either Party's Control

Neither party is liable for a delay or failure to perform caused by events beyond its reasonable control, such as severe weather, road closures, wildfire, government orders, or quarantines, except as provided below.

(a) This Section does not excuse or delay any payment obligation, or Grower's responsibility for Colonies under Section 10.

(b) If an event of this kind prevents AMAG from delivering some or all Colonies, AMAG will refund the payments Grower made for the undelivered Colonies, and neither party will have further liability for them.

## 19. Assignment; Lender Provisions

**19.1 Assignment of Payments by AMAG.** Grower agrees that AMAG may assign, pledge, or grant a security interest in this Agreement and in all payments due under it to any lender or financing source, including the United States Department of Agriculture, Farm Service Agency ("FSA") (each, a "Lender"), without Grower's further consent.

**19.2 Payment Direction.** When Grower receives written notice from AMAG or a Lender, Grower will make payments as directed in that notice, which may include checks made payable jointly to AMAG and the Lender. Joint payment to AMAG and the Lender is an optional payment method that Grower may use at any time. If a Lender requires joint payment and Grower receives written notice of that requirement (including through Exhibit G), joint payment becomes the required method for all remaining payments, and a payment made to AMAG alone will not satisfy Grower's obligation to the Lender. Payment as directed fully satisfies Grower's payment obligation to the extent of the amount paid.

**19.3 Lender Forms.** Within 10 days after a request, Grower will sign and return any customary acknowledgment of assignment or consent to payment that the Lender reasonably requires, including FSA Form FSA-2041 (Assignment of Proceeds from the Sale of Products), FSA Form FSA-2042 (Consent to Payment of Proceeds from Sale of Products), or the Lender Acknowledgment in Exhibit G. Signing these forms does not increase Grower's obligations under this Agreement.

**19.4 Status Confirmation.** Within 10 days after a request, Grower will confirm in writing to AMAG or a Lender that this Agreement is in effect, the number of Colonies and the Contract Price, the amounts paid and still owed, and whether Grower claims any default.

**19.5 Lender Protection (Optional).** [If required by Lender:] While Grower has received a Lender payment direction, AMAG and Grower will not amend this Agreement to reduce the Contract Price or the number of Colonies without the Lender's written consent, except for date adjustments under Section 3.2.

**19.6 Assignment by Grower.** Grower may not assign this Agreement without AMAG's prior written consent. If Grower sells or transfers the Property or the Crop during the Season, Grower remains liable under this Agreement unless AMAG releases Grower in writing.

**19.7 Successors.** This Agreement binds and benefits the parties and their heirs, successors, and permitted assigns.

## 20. Security for Payment

**20.1 Washington Crop Lien.** For Property in Washington, Grower acknowledges that AMAG may claim a crop lien under chapter 60.11 RCW for the services it provides, to the extent the statute allows. Grower authorizes AMAG to file a financing statement for that purpose. Under RCW 60.11.030, the lien must generally be filed after services begin and before the harvest of the Crop is complete.

**20.2 Contractual Security Interest (All States).** If checked in Schedule A, Grower grants AMAG a security interest in the Crop grown on the Property described in Schedule A during the Season, and in its proceeds, to secure payment of all amounts owed under this Agreement. Grower authorizes AMAG to file a UCC financing

statement describing that collateral and the real property. This security interest is subordinate to any security interest held by Grower's existing crop lender of record as of the Effective Date.

**20.3 Personal Guaranty.** If Grower is an entity and Schedule A requires it, an owner of Grower will sign the Guaranty following the signature page.

## 21. Disputes; Governing Law

**21.1 Good-Faith Discussion.** Before filing suit, except to collect overdue payments or to protect Colonies, the parties will try for 10 days to resolve any dispute through direct discussion between people with authority to settle it.

**21.2 Governing Law.** This Agreement is governed by the laws of the state in which the Property is located, without regard to that state's conflict-of-laws rules.

**21.3 Venue.** Any lawsuit will be filed in the state or federal courts for the county in which the Property is located, and each party consents to the jurisdiction of those courts. Either party may use small claims court where it is available.

**21.4 Attorneys' Fees.** In any action to enforce or interpret this Agreement, the prevailing party may recover its reasonable attorneys' fees, expert and laboratory fees, collection costs, and court costs, including on appeal.

## 22. Limitation of AMAG's Liability

**22.1 AMAG IS NOT LIABLE FOR LOST CROP, LOST YIELD, LOST PROFITS, OR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. AMAG'S TOTAL LIABILITY ARISING FROM THIS AGREEMENT WILL NOT EXCEED THE RENTAL FEES GROWER ACTUALLY PAID FOR THE SEASON. THIS LIMIT DOES NOT APPLY TO PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY AMAG'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR TO ANY LIABILITY THAT CANNOT BE LIMITED BY LAW.**

## 23. Relationship of the Parties

AMAG is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship. AMAG retains title to all Colonies, hive equipment, honey, and wax at all times. Colonies and equipment are not fixtures, and no landlord, lender, or creditor of Grower has any interest in them.

## 24. Notices

Operational notices (delivery timing, date adjustments, spray notices, and damage reports) may be given by phone followed by text or email to the contacts in Schedule A. Formal notices (non-payment, cancellation, default, and claims) must be in writing and delivered by email with confirmation of receipt, by personal delivery, or by certified mail, to the addresses on the first page. A party may change its notice address by notice to the other party.

## 25. General Provisions

**25.1 Entire Agreement.** This Agreement, including its Schedules and Exhibits, is the entire agreement between the parties on its subject and replaces all prior discussions, quotes, and proposals.

**25.2 Amendments.** Except for date adjustments under Section 3.2 and placement adjustments recorded on the Placement Receipt, this Agreement may be changed only by a written document signed by both parties.

**25.3 Order of Precedence.** If there is a conflict, the following order applies: (1) a signed amendment; (2) Schedule A; (3) the crop- and state-specific terms in Exhibit D; (4) this Agreement; (5) the other Schedules and Exhibits.

**25.4 Severability.** If a court finds any provision unenforceable, the provision will be enforced to the maximum extent permitted, and the rest of this Agreement remains in effect.

**25.5 Waiver.** A party's failure or delay in enforcing a provision is not a waiver of it.

**25.6 Time of Essence.** Time is of the essence for all payment obligations and notice periods.

**25.7 Counterparts; Electronic Signatures.** This Agreement may be signed in counterparts and by electronic signature, and electronically transmitted signatures are binding, as permitted by chapter 1.80 RCW (Washington Uniform Electronic Transactions Act) and California Civil Code section 1633.7 (California Uniform Electronic Transactions Act).

**25.8 Construction.** Both parties have had the opportunity to review this Agreement with counsel. It will not be construed against either party as the drafter. Headings are for convenience only.

**25.9 Conspicuous Terms.** Grower acknowledges that it has read, understood, and specifically agreed to the provisions printed in bold capital letters and initialed, including Sections 8.3, 10.1, 10.3, and 22.1.

## Signatures

The parties have signed this Agreement as of the Effective Date.

| APIS MELLIFERA AGRICULTURAL GROUP | GROWER                   |
|-----------------------------------|--------------------------|
| By: _____                         | Grower legal name: _____ |
| Name: Joseph Guilmette            | By: _____                |
| Title: _____                      | Name: _____              |
| Date: _____                       | Title: _____             |
|                                   | Date: _____              |

## Personal Guaranty (complete if required by Schedule A)

In consideration of AMAG entering into this Agreement, the undersigned personally, unconditionally, and irrevocably guarantees the full and prompt payment and performance of all of Grower's obligations under this Agreement, including the Contract Price and all amounts owed under Sections 8 and 10. AMAG may enforce this Guaranty without first pursuing Grower. This Guaranty continues until all obligations are paid in full.

Guarantor signature: \_\_\_\_\_ Printed name: \_\_\_\_\_ Date: \_\_\_\_\_

Guarantor address: \_\_\_\_\_

[If the guarantor is married and community property may be at issue (California and Washington are community property states), the guarantor's spouse should also sign:] Spouse signature: \_\_\_\_\_

## Schedule A — Season, Crop, and Placement Terms

Complete one Schedule A for each crop, block, and Season. Terms marked “adjustable” may be revised at signing and confirmed under Section 3.2 or on the Placement Receipt.

| Item                                                                                                                                      | Terms                                                                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Crop and variety(ies)                                                                                                                     | _____ Pollinizer arrangement: _____                                                                                                                                                                                                                      |
| State / County                                                                                                                            | _____ / _____                                                                                                                                                                                                                                            |
| Property address / directions                                                                                                             | _____                                                                                                                                                                                                                                                    |
| Legal description, parcel no. / APN (required for lien and security interest)                                                             | _____                                                                                                                                                                                                                                                    |
| Acres to be pollinated                                                                                                                    | _____ acres Block ID(s): _____                                                                                                                                                                                                                           |
| Stocking rate (adjustable)                                                                                                                | _____ Colonies per acre (industry standard: almonds 2.0; sweet cherries 1.7; blueberries 3.0, plus 1 per acre in wet Western WA = 4.0)                                                                                                                   |
| Total Colonies contracted                                                                                                                 | _____ Colonies (_____ Pallets)                                                                                                                                                                                                                           |
| Estimated Placement Date (adjustable)                                                                                                     | On or about _____ Bloom trigger: approx. _____% bloom                                                                                                                                                                                                    |
| Estimated Removal Date (adjustable)                                                                                                       | On or about _____ Trigger: approx. _____% petal fall, or 14-day notice under Section 13                                                                                                                                                                  |
| Placement method (adjustable) — check one                                                                                                 | <input type="checkbox"/> One Pallet at end of every other row (or every _____ rows)<br><input type="checkbox"/> Drops of _____ Pallets, set back _____ ft from Crop, every _____ to _____ yards<br><input type="checkbox"/> Per Placement Map, Exhibit E |
| Minimum colony strength (default: almonds 8-frame average / 4-frame minimum; WA crops 6 frames per WAC 16-602-030; up to 15 by agreement) | Minimum average: _____ Active Frames Minimum individual: _____ Active Frames<br>Strength bonus applies (Section 5.4): <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                           |
| Per-Colony rental rate                                                                                                                    | \$_____ per Colony                                                                                                                                                                                                                                       |
| Estimated Truckloads                                                                                                                      | Delivery: _____ Distance tier (Schedule B): _____<br>Load type: <input type="checkbox"/> Double layer, 64 Colonies <input type="checkbox"/> Single layer, 32 Colonies                                                                                    |
| Payment option (Section 7.1)                                                                                                              | <input type="checkbox"/> Option A — 100% before delivery <input type="checkbox"/> Option B — 50% / 50%                                                                                                                                                   |
| Grower spray plan for the Placement Period (Section 11.1)                                                                                 | _____                                                                                                                                                                                                                                                    |
| Grower certificate of insurance required (Section 10.9)                                                                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                 |
| Security interest (Section 20.2) / Personal guaranty (Section 20.3)                                                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No / <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                      |
| Operational contacts (24-hour phone / text / email)                                                                                       | Grower: _____ AMAG: _____                                                                                                                                                                                                                                |
| Gate code / key arrangement                                                                                                               | _____                                                                                                                                                                                                                                                    |

Grower initials: \_\_\_\_\_ AMAG initials: \_\_\_\_\_

## Schedule B — Fee Schedule

Rates apply to the Season stated on page 1. Blank amounts must be completed before signing.

### B-1. Per-Colony Rental Rates (reference — the binding rate is in Schedule A)

| Crop / region                             | Rate per Colony | Typical bloom window    |
|-------------------------------------------|-----------------|-------------------------|
| Almonds — California                      | \$209.00        | February to early March |
| Sweet cherries — Eastern Washington       | \$59.90         | April to May            |
| Highbush blueberries — Western Washington | \$63.00         | Late April to June/July |
| Other crop: _____                         | \$ _____        | _____                   |

### B-2. Truckload Definitions

One Truckload is one trip by AMAG's one-ton flatbed truck, towing a trailer that carries the forklift used to load and unload Colonies. Each Pallet holds 4 Colonies. Capacity per Truckload: (a) almonds and sweet cherries — up to 16 Pallets (64 Colonies), loaded two layers high; (b) highbush blueberries and all other Crops — up to 8 Pallets (32 Colonies), single layer only. A partial load is charged as one full Truckload. Distance is measured as one-way road miles from AMAG's local staging location for the Crop region (where long-haul semi-truck shipments are received) to the Property. Long-haul transport of Colonies to the staging location is arranged by AMAG separately and is not charged under this Schedule unless a separate charge is stated in Schedule A.

### B-3. Charges per Truckload

| Charge (per Truckload)                                      | 0-50 miles                | 51-150 miles              | Over 150 miles                          |
|-------------------------------------------------------------|---------------------------|---------------------------|-----------------------------------------|
| Delivery (Section 6.2)                                      | \$350.00                  | \$750.00                  | \$4.50 per loaded mile                  |
| Standard end-of-Season removal (Section 6.3)                | Included                  | Included                  | Included                                |
| Non-Payment Removal Charge (Section 8.2)                    | \$350.00 + \$25.00/Pallet | \$750.00 + \$25.00/Pallet | \$4.50 per loaded mile + \$25.00/Pallet |
| Expedited removal, less than 14 days' notice (Section 13.2) | \$525.00                  | \$1,125.00                | \$6.75 per loaded mile                  |
| Replacement delivery and removal (Section 9.1)              | \$350.00                  | \$750.00                  | \$4.50 per loaded mile                  |
| Redelivery after non-payment removal (Section 8.6)          | \$350.00                  | \$750.00                  | \$4.50 per loaded mile                  |

### B-4. Other Charges

| Charge                                                           | Amount                                   |
|------------------------------------------------------------------|------------------------------------------|
| Replacement Colony rental (Section 9.1)                          | The per-Colony rental rate in Schedule A |
| Supplemental Colony rental after initial placement (Section 9.3) | The per-Colony rental rate in Schedule A |

| Charge                                             | Amount                                                                                    |
|----------------------------------------------------|-------------------------------------------------------------------------------------------|
| On-site relocation at Grower request (Section 4.4) | \$75.00 per hour, plus \$10.00 per Pallet moved                                           |
| Strength premium, if selected (Section 5.4)        | \$15.00 per Colony (almonds: 9+ frame average; WA crops: 8+ frame average)                |
| Late payment interest (Section 7.4)                | 1.5% per month (18% per year), or the legal maximum if lower                              |
| Returned / dishonored payment (Section 7.4)        | The maximum fee permitted by the law of the state where the Property is located, per item |

## Schedule C — Colony and Equipment Replacement Values

These values apply under Section 10.5 to each item lost or damaged in a Covered Loss Event. AMAG may update this Schedule each Season by written notice before signing. Grower pays the greater of these values or the documented current market replacement cost at the time of loss.

| Item                                                                                              | Value                                                               | Basis                                                                                                                      |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| Live Colony — bees, laying queen, brood, and drawn comb (destroyed or lost)                       | \$300.00 per Colony                                                 | OSU PNW 742: established double-story colony \$275–\$320 (avg. \$302); update each season                                  |
| Hive equipment set — two deep boxes with frames, bottom board, inner cover, telescoping cover     | \$150.00 per set                                                    | Itemized hive-body cost \$146.45, rounded                                                                                  |
| Honey super with 9 frames and foundation                                                          | \$32.24 each                                                        | Supplier catalog pricing                                                                                                   |
| Pallet                                                                                            | \$15.00 each                                                        | New 48×40 pallet                                                                                                           |
| Migratory / rodent-proof lid                                                                      | \$22.50 each                                                        | Supplier catalog pricing                                                                                                   |
| Weakened Colony — survives but loses 25% or more of its Active Frames due to a Covered Loss Event | \$37.50 per Active Frame lost (not to exceed the Live Colony value) | Live Colony value of \$300 ÷ 8 Active Frames                                                                               |
| Lost-Use Fee — per Colony destroyed, lost, or weakened as above                                   | The per-Colony rental rate in Schedule A                            | Industry practice: grower compensates beekeeper in full at the agreed per-hive rate (UF/IFAS sample pollination agreement) |
| Labor for damage response, sampling, and clean-up                                                 | \$45.00 per person-hour                                             | AMAG labor rate                                                                                                            |
| Laboratory pesticide residue analysis                                                             | Actual cost                                                         | Section 10.7                                                                                                               |

Grower initials: \_\_\_\_\_ AMAG initials: \_\_\_\_\_ (Schedule C)

## Exhibit D — Crop- and State-Specific Terms

Only the addendum for the Crop and state checked on page 1 applies. If this Exhibit conflicts with the body of the Agreement, this Exhibit controls, as provided in Section 25.3.

### D-1. California — Almonds

**D-1.1 Strength Standard.** Unless Schedule A states otherwise, the minimum average is 8 Active Frames across the inspected sample and the minimum individual count is 4 Active Frames; Colonies of 4 or fewer Active Frames are not counted toward the Colonies delivered. Active Frames are measured as defined in Section 1.2, consistent with California almond industry practice.

**D-1.2 Timing.** Estimated placement is late January to mid-February, before or at early bloom. Estimated removal is at approximately 90% petal fall, or when the last pollinizer variety completes bloom, whichever is later.

**D-1.3 Interstate Movement.** Colonies entering California are subject to a cursory inspection at the California Department of Food and Agriculture border station and a more detailed inspection at destination by the county agricultural commissioner. Shipments may be held under a Quarantine Hold Notice until cleared. AMAG will present clean colonies and pallets, will obtain any available ant-free certification from the state of origin, and will arrange destination inspection. Holds and rejections at inspection are covered by Section 3.4.

**D-1.4 Registration and Pesticide Notification.** AMAG will register its apiaries as required by California Food and Agricultural Code section 29040 and related sections. AMAG may ask the county agricultural commissioner to notify it of pesticide applications. Grower will make sure its applicators comply with California Code of Regulations, title 3, sections 6650–6656, including inquiring whether any registered apiary within one mile has requested notice before applying a pesticide labeled toxic to bees to a blooming crop.

**D-1.5 Best Management Practices.** Grower will follow the Almond Board of California Honey Bee Best Management Practices, including not applying insecticides during bloom, applying permitted fungicides only in the late afternoon or at night when bees are not foraging, and providing clean water.

**D-1.6 California-Specific Legal Terms.** The liquidated-damages provisions in Sections 7.5, 8.3, and 10.5 are intended to satisfy California Civil Code section 1671(b). Section 21.4 is reciprocal, consistent with California Civil Code section 1717. The parties have not agreed to a pre-dispute jury waiver.

### D-2. Washington — Sweet Cherries (Eastern Washington)

**D-2.1 Strength Standard.** Unless Schedule A states otherwise, each Colony will have a laying queen and at least 6 frames two-thirds covered with bees at 65°F, the Washington minimum standard under WAC 16-602-030. Stocking guide: 1.7 Colonies per acre for sweet cherries.

**D-2.2 Timing.** Estimated placement is at approximately 5–10% bloom in April. Estimated removal is at petal fall, typically within 2 to 3 weeks after placement depending on variety and weather. Because cherry bloom is short and can be compressed by warm weather, Grower will tell AMAG of bloom progress at least twice a week starting at bud swell.

**D-2.3 Frost Protection.** Wind machines, overhead or under-tree frost-protection irrigation, and heaters must not discharge onto Colonies. Damage from frost-protection water or heat is a Covered Loss Event under Section 10.2(b).

**D-2.4 Washington Legal Terms.** AMAG is registered under RCW 15.60.021. Section 20.1 (crop lien under chapter 62A.9A and chapter 60.11 RCW) applies. This Agreement is a transaction primarily for agricultural and business purposes within RCW 19.52.080, and interest under Section 7.4 is agreed on that basis. Attorneys' fees under Section 21.4 are reciprocal, consistent with RCW 4.84.330.

### **D-3. Washington — Highbush Blueberries (Western Washington)**

**D-3.1 Strength Standard.** Unless Schedule A states otherwise, each Colony will have a laying queen and at least 6 frames two-thirds covered with bees at 65°F, the Washington minimum standard under WAC 16-602-030. Stocking guide: 3.0 Colonies per acre, or 4.0 in Western Washington. A higher stocking rate may be set in Schedule A because blueberry flowers are less attractive to honey bees than competing bloom.

**D-3.2 Timing.** Estimated placement is at approximately 5–10% bloom of the earliest variety. Estimated removal is after bloom of the latest variety in the contracted blocks, or on 14 days' notice under Section 13.

**D-3.3 Competing Forage and Wet Weather.** Grower acknowledges that blackberry and other competing bloom and wet Western Washington weather may affect foraging on the Crop. These factors do not reduce the Contract Price under Section 7.6.

**D-3.4 Washington Legal Terms.** Section D-2.4 also applies to this addendum.

## Exhibit E — Placement Map and Site Sheet

Attach an aerial photo or hand-drawn map of the Property. Mark the access route, gate(s), each Drop location with its number of Pallets, water sources, hazards, spray-equipment travel lanes, and the AMAG truck turnaround area.

| Drop # | Location / GPS | Pallets | Colonies | Notes (setback, water, hazards) |
|--------|----------------|---------|----------|---------------------------------|
| 1      |                |         |          |                                 |
| 2      |                |         |          |                                 |
| 3      |                |         |          |                                 |
| 4      |                |         |          |                                 |
| 5      |                |         |          |                                 |
| 6      |                |         |          |                                 |
| 7      |                |         |          |                                 |
| 8      |                |         |          |                                 |
| 9      |                |         |          |                                 |
| 10     |                |         |          |                                 |
| Total  |                |         |          |                                 |

**Exhibit F — Colony Strength Inspection Report**

Inspection date: \_\_\_\_\_ Start time: \_\_\_\_\_ End time: \_\_\_\_\_ Outside temperature: \_\_\_\_\_°F

Inspector name / affiliation: \_\_\_\_\_ AMAG representative present: \_\_\_\_\_

Total Colonies on Property: \_\_\_\_\_ Colonies sampled: \_\_\_\_\_ (at least 10%, selected across all Drops)

| Sample # | Drop # | Pallet / hive ID | Active Frames | Brood frames | Notes |
|----------|--------|------------------|---------------|--------------|-------|
| 1        |        |                  |               |              |       |
| 2        |        |                  |               |              |       |
| 3        |        |                  |               |              |       |
| 4        |        |                  |               |              |       |
| 5        |        |                  |               |              |       |
| 6        |        |                  |               |              |       |
| 7        |        |                  |               |              |       |
| 8        |        |                  |               |              |       |
| 9        |        |                  |               |              |       |
| 10       |        |                  |               |              |       |
| 11       |        |                  |               |              |       |
| 12       |        |                  |               |              |       |
| 13       |        |                  |               |              |       |
| 14       |        |                  |               |              |       |
| Average  |        |                  |               |              |       |

Inspector signature: \_\_\_\_\_ AMAG representative signature: \_\_\_\_\_

**Exhibit G — Grower Acknowledgment of Assignment and Payment Direction**

To: [Lender name, e.g., USDA Farm Service Agency, \_\_\_\_\_ County Office, address] (“Lender”)

Grower: \_\_\_\_\_ Agreement No.: \_\_\_\_\_ Season: \_\_\_\_\_

Crop: \_\_\_\_\_

Grower acknowledges and agrees that:

(1) Grower has entered into the Honey Bee Pollination Services Agreement identified above with Apis Mellifera Agricultural Group (“AMAG”) for \_\_\_\_\_ Colonies at \$\_\_\_\_\_ per Colony, for a total Contract Price of \$\_\_\_\_\_ (excluding delivery and other charges).

(2) The Agreement is in full force and effect. As of the date below, Grower has paid \$\_\_\_\_\_ and \$\_\_\_\_\_ remains to be paid. To Grower’s knowledge, AMAG is not in default.

(3) AMAG has assigned, or granted a security interest in, its right to payment under the Agreement to Lender.

(4) Payment method (check one). Joint payment means checks or other payments made payable jointly to “Apis Mellifera Agricultural Group and \_\_\_\_\_ [Lender name]”.

☐ OPTIONAL — Grower may make payments by joint payment to AMAG and Lender, or to AMAG alone.

☐ REQUIRED BY LENDER — Lender requires joint payment. Until Lender releases this requirement in writing, Grower will make ALL remaining payments under the Agreement by joint payment to AMAG and Lender. A payment made to AMAG alone will not satisfy Grower’s obligation to Lender.

(5) Grower will sign FSA-2041 or FSA-2042, or any other form reasonably required by Lender, if requested.

(6) This acknowledgment does not increase Grower’s obligations under the Agreement.

| GROWER              | AMAG                |
|---------------------|---------------------|
| By: _____           | By: _____           |
| Name / Title: _____ | Name / Title: _____ |
| Date: _____         | Date: _____         |

## Exhibit H — Placement Receipt and Delivery Record

Grower or its representative signs this receipt at the end of each delivery. The date of the final delivery is the Placement Completion Date, which starts the 14-day Payment Deadline under Section 7.1 (Option B) and Section 8.1.

| Date   | Truckload # | Pallets | Colonies | Drop #s / adjustments agreed on-site |
|--------|-------------|---------|----------|--------------------------------------|
|        |             |         |          |                                      |
|        |             |         |          |                                      |
|        |             |         |          |                                      |
|        |             |         |          |                                      |
|        |             |         |          |                                      |
|        |             |         |          |                                      |
|        |             |         |          |                                      |
|        |             |         |          |                                      |
| Totals |             |         |          |                                      |

Placement Completion Date: \_\_\_\_\_ Payment Deadline (14 days later): \_\_\_\_\_

Grower confirms that the Colonies listed above were delivered and placed at the locations recorded, and that responsibility for them under Section 10 began on delivery.

Grower / representative: \_\_\_\_\_ Date / time: \_\_\_\_\_

AMAG driver: \_\_\_\_\_

## ATTACHMENT 1

**NON-BINDING PROJECTED HIVE RENTAL ESTIMATE**

Grower Statement of Projected Pollination Needs and AMAG Estimate for the \_\_\_\_\_ Season

**THIS ESTIMATE IS NOT A CONTRACT. IT DOES NOT OBLIGATE GROWER TO RENT ANY COLONIES OR OBLIGATE AMAG TO SUPPLY ANY COLONIES, AND NO COLONIES ARE RESERVED BY IT. A BINDING COMMITMENT EXISTS ONLY WHEN BOTH PARTIES SIGN THE HONEY BEE POLLINATION SERVICES AGREEMENT AND GROWER PAYS THE REQUIRED DEPOSIT. THE ONLY BINDING TERMS OF THIS ATTACHMENT ARE THE CONFIDENTIALITY AND INFORMATION-SHARING TERMS IN PART 5.**

**Purpose**

Apis Mellifera Agricultural Group ("AMAG") plans its colony numbers months before bloom. Colony splits, queen rearing, overwintering, feed, equipment, trucks, labor, and financing must all be arranged in advance so that AMAG can deliver the number and strength of colonies each grower needs. Your best estimate of next season's needs helps AMAG prepare enough colonies for every grower it serves and gives you an early price estimate. There is no charge for this estimate.

**Part 1 — Grower Information**

| Item                                   | Grower response                                                                    |
|----------------------------------------|------------------------------------------------------------------------------------|
| Grower / farm legal name               | _____                                                                              |
| Contact name and title                 | _____                                                                              |
| Phone / email                          | _____                                                                              |
| Mailing address                        | _____                                                                              |
| Season Year estimated                  | _____                                                                              |
| Rented colonies from AMAG last season? | <input type="checkbox"/> Yes <input type="checkbox"/> No Number of colonies: _____ |

**Part 2 — Projected Pollination Needs (Grower's good-faith estimate)**

Complete one row for each crop block. Industry-standard stocking guides: almonds 2.0 colonies per acre; sweet cherries 1.7; highbush blueberries 3.0, or 4.0 in Western Washington.

| Crop / variety | County, State | Acres | Hives per acre | Est. hives | Expected bloom window | Placement preference                                                                        |
|----------------|---------------|-------|----------------|------------|-----------------------|---------------------------------------------------------------------------------------------|
|                |               |       |                |            |                       | <input type="checkbox"/> Row <input type="checkbox"/> Drops<br><input type="checkbox"/> Map |
|                |               |       |                |            |                       | <input type="checkbox"/> Row <input type="checkbox"/> Drops<br><input type="checkbox"/> Map |
|                |               |       |                |            |                       | <input type="checkbox"/> Row <input type="checkbox"/> Drops<br><input type="checkbox"/> Map |
|                |               |       |                |            |                       | <input type="checkbox"/> Row <input type="checkbox"/> Drops<br><input type="checkbox"/> Map |

| Crop / variety | County, State | Acres | Hives per acre | Est. hives | Expected bloom window | Placement preference                                                                        |
|----------------|---------------|-------|----------------|------------|-----------------------|---------------------------------------------------------------------------------------------|
|                |               |       |                |            |                       | <input type="checkbox"/> Row <input type="checkbox"/> Drops<br><input type="checkbox"/> Map |
| Totals         |               |       |                |            |                       |                                                                                             |

| Question                             | Grower response                                                                                                     |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| Strength wanted                      | <input type="checkbox"/> Industry standard <input type="checkbox"/> Premium (8+ frames WA crops; 9+ frames almonds) |
| Preferred payment option             | <input type="checkbox"/> 100% before delivery <input type="checkbox"/> 50% / 50%                                    |
| Known access, spray, or water issues | _____                                                                                                               |
| Likelihood of contracting            | <input type="checkbox"/> Firm plan <input type="checkbox"/> Likely <input type="checkbox"/> Possible                |

### Part 3 — AMAG Projected Estimate (completed by AMAG)

Rates are the Schedule B rates for the Season shown, unless AMAG notes otherwise below. Delivery is estimated per Truckload: 64 Colonies per load for almonds and sweet cherries (double layer) and 32 Colonies per load for all other crops (single layer).

| Crop block      | Est. hives | Rate per hive | Est. rental | Est. truckloads × rate | Premium (if any) | Est. total |
|-----------------|------------|---------------|-------------|------------------------|------------------|------------|
|                 |            | \$            | \$          | \$                     | \$               | \$         |
|                 |            | \$            | \$          | \$                     | \$               | \$         |
|                 |            | \$            | \$          | \$                     | \$               | \$         |
|                 |            | \$            | \$          | \$                     | \$               | \$         |
|                 |            | \$            | \$          | \$                     | \$               | \$         |
| Projected total |            |               | \$          | \$                     | \$               | \$         |

| Planning item                                                | AMAG estimate                                                             |
|--------------------------------------------------------------|---------------------------------------------------------------------------|
| Projected deposit (Option B, 50%) or full payment (Option A) | \$_____ due 30 days before placement                                      |
| Estimated placement / removal window                         | _____ to _____                                                            |
| Rates in this estimate hold until                            | _____ (after that, rates may change before a binding Agreement is signed) |
| Prepared by / date                                           | _____                                                                     |

## Part 4 — Planning Timeline

- (1) Grower returns this estimate to AMAG by \_\_\_\_\_. Estimates are used to plan colony numbers for the Season.
- (2) AMAG will send a Honey Bee Pollination Services Agreement with completed Schedules A and B by \_\_\_\_\_.
- (3) Colonies are reserved only after both parties sign the Agreement and AMAG receives the deposit, in the order received. AMAG will give growers who returned an estimate first opportunity to sign until \_\_\_\_\_.
- (4) Grower is asked to tell AMAG promptly if its projected needs change, so AMAG can adjust its colony planning. This request is not a binding obligation.

## Part 5 — Non-Binding Terms; Confidentiality; Information Sharing

**5.1 No Obligation.** Except for Sections 5.3 and 5.4, this Attachment is a non-binding statement of intent and estimate only. Neither party has any liability to the other for any difference between this estimate and the final number of Colonies, rates, or dates, or for not entering into an Agreement. No deposit is required and no fee, cancellation charge, or damages apply under this Attachment.

**5.2 Not Part of the Agreement.** This Attachment is separate from the Honey Bee Pollination Services Agreement. If an Agreement is signed, the Agreement alone controls, and this Attachment does not change, add to, or explain any of its terms.

**5.3 Confidentiality.** AMAG will keep the information in this Attachment confidential and use it only to plan its operations and financing, except as allowed in Section 5.4 or required by law.

**5.4 Sharing with AMAG's Lender.** Grower ☐ consents ☐ does not consent to AMAG sharing this Attachment with its agricultural lender (including the USDA Farm Service Agency) as evidence of projected demand for AMAG's services. Shared copies will be marked "Non-Binding Estimate."

| GROWER (acknowledgment only) | AMAG                   |
|------------------------------|------------------------|
| Name: _____                  | Name: Joseph Guilmette |
| Signature: _____             | Signature: _____       |
| Title: _____                 | Title: _____           |
| Date: _____                  | Date: _____            |

Signing confirms only that the information above is a good-faith estimate and records Grower's choice in Section 5.4. It does not create a rental commitment.