

SERVICE AGREEMENT FOR BEES KEPT ON PROPERTY

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1. PARTIES TO THIS CONTRACT

- a. C/O Brittany Landaverde known as Landowner / Landlord for the property located at 4830 FM 1940 in Robertson (County) Robertson (State).
- b. Prime Bees, LLC, known as Beekeeper / Tenant

2. RESPONSIBILITIES OF BEEKEEPER

- a. Beekeeper will supply landlord with bee hives delivered to 4830 FM 1940 (name or land, orchard or field).
- b. Beekeeper will provide hives of the following minimum standards: As required to maintain Special Agricultural Land Valuation for Landowner.
- c. Beekeeper will maintain hives in proper condition by inspecting, feeding, medicating, or treating for mites as needed.
- d. Beekeeper assumes full responsibility for lost hives with the exception of Landowner applied chemicals without proper notice as listed in this service agreement.
- e. Beekeeper is not responsible and, as a condition of this agreement, will be held harmless for inherent risk of bee stings to people, animals, or livestock.

3. RESPONSIBILITIES OF LANDOWNER

- a. Landowner will provide a suitable place to locate hives. The site must be accessible to beekeeper's vehicles. Landowner will allow beekeeper entry whenever necessary to service the bees, and Landowner assumes full responsibility for all loss and damage to his fields or crops resulting from the use of vehicles over agreed routes in servicing bees.
- b. Landowner will not apply highly toxic pesticides to the land while the bees are being used as pollinators nor immediately before their arrival if residues will endanger the hives.
- c. Landowner will notify beekeeper 48 hours in advance if hazardous materials will be used.
- d. Landowner will provide adequate sources of water for the bees if none is within one-half mile of each hive.
- e. As a condition of this agreement, Landowner agrees to hold beekeeper harmless from any and all claims of injury or damage to person or property which might arise from beekeeper's performance of this agreement between beekeeper's placement and removal of hives from Landowner's fields or orchards.
- a. Landowner will handle all communications as or if needed with outside parties in regards to bees occupying the property.

4. PAYMENT / FINANCIAL OBLIGATIONS:

- a. Landowner will pay for services of 10 bee colonies as listed in the "Lease Agreement for Bees Kept On Property"

Landlord Initials: BL

Tenant Initials: [Signature]

- b. Full payment of the balance in the amount of \$ 2000 will be made on or before the date of install unless otherwise arranged.
- c. Landowner will compensate beekeeper in full for hives destroyed or severely weakened by pesticides or other action by the Landowner at a rate per hive to be determined by arbitration (see section 5), or, if loss is undisputed, beekeeper will be compensated by Landowner at the rate of \$300 per hive.

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5. LEASE AGREEMENT:

- a. This "Service Agreement" is a supplemental document to the Lease Agreement between the parties.
- b. The duration of this service agreement will correspond to the lease dates decided in the "Lease Agreement for Bees Kept on Property"

This agreement entered into this _____ day of 4/21/2023, _____ between

DocuSigned by:

 Brittany Landaverde
 848A6314B64B93


owner of 4830 FM 1940
Robertson

_____ owner of

4830 FM 1940
Robertson

known as "the landowner" or "landlord,"

And

DocuSigned by:

 Justin Russell / Ashley Ralph
 CB28A7B022CB4FD

owner/operator of Prime Bees, LLC
 known as "the beekeeper" "the tenant."

Landlord Initials: BL

Tenant Initials: JR