



Honeybee Hive Agreement

This Honeybee Hive Agreement (“Agreement”) is dated _____ and is between The BeeCause Project, Inc., a Georgia non-profit corporation (“BeeCause”) and _____ (the “School”).

BACKGROUND:

BeeCause’s mission is to advocate for honeybees to ensure their survival. As part of this mission, BeeCause provides educational assistance to schools to help students become aware of, understand, and appreciate honeybees. As part of these educational assistance activities, BeeCause assists schools in implementing beehive projects. BeeCause is a charitable organization that offers grants to schools and also allows organizations to purchase honeybee hives through its non-grant program. This Honeybee Hive Agreement addresses the partnership between BeeCause and organizations that want to participate in the grant and non-grant programs.

The School desires to participate in The Bee Cause program in implementing an observational or traditional beehive (the Hive), and BeeCause desires to provide such assistance to the School, pursuant to the terms of this Agreement. The parties therefore agree:

1. Scope of Services. BeeCause agrees to provide the Services indicated below, and the School and Bee Mentor (also referred to as Bee Keeper) agree that they are responsible for the Services indicated below. A party is responsible for a Service as indicated by a mark in that party’s column corresponding to the specified Service. All noted parties are responsible for a Service if a mark is placed in more than one column. The School is solely responsible for all expenses to install, implement, and maintain the project onsite. It is the School’s responsibility to arrange for hive management and bee sourcing with the Bee Mentor. These services should be documented in a separate agreement. In addition, the School will be responsible for any expenses to remove the hive from the installed site. BeeCause is not required to reimburse the School for such expenses.

| Service | BeeCause | School | Bee Mentor |
|---|-----------------|---------------|-------------------|
| Evaluate site and recommended Hive placement (Installation Guide notes best practices) | x | x | x |
| Prepare site for Hive, including any building modification and providing for bee access to outside | | x | |
| Provide Hive Equipment | x | | |
| Drill holes in structure to mount and install the Hive Base | | x | |
| Source and install bee colony | | | x |
| Continued sourcing of bees | | | x |
| Provide BeeCause guides to School. | x | | |
| Provide educational materials for students | x | | |
| Provide hive safety training guide to Bee Advocates | x | | |
| Display Safety and Maintenance Procedures at hive | | x | |
| Provide Hive Management training to Onsite Bee Advocates | x | | x |
| Observe and evaluate health of colony daily | | x | |
| Find Bee Mentors (local independent beekeepers who work directly with school to assist in operating hives) to support hive maintenance and bee sourcing | x | x | x |
| Approve Bee Mentor/Bee Keeper (BeeCause provides introduction) | | x | |
| Maintain Hive Health (via relationship with Bee Mentor) | | x | x |
| Removal of hive base (if necessary) | | x | |
| Removal of bees (if necessary) | | | x |
| Provide Honeybee Signage and Feeder Apparatus | x | | |
| Display Honeybee and Safety Signage | | x | |
| Contract With Bee Mentor (volunteer or paid) to ensure bees are managed year round | | x | x |

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|--|---|---|--|
| <p>OPTIONAL: The school agrees to hold a fundraiser to pay for the full cost of participation. This fundraiser can involve BeeCause honey. Proceeds from the BeeCause honey sales will be shared between BeeCause and the School. See Pay It Forward guide for more details.</p> | x | x | |
|--|---|---|--|

2. Ownership of Beehive. BeeCause will provide the Hive at its expense as well as ensure a local beekeeper sources the bees (and frames for the Observation hive grant) to School. Upon delivery, the Hive and Bees will remain the property of the School, unless the Hive and Bees are Abandoned (the term Abandoned meaning without demonstrable care or maintenance by School or Beekeeper) by the School for a period of 30 days or unless there is a written agreement to the contrary.

3. Insurance. BeeCause and School shall each maintain during the term of this Agreement commercial general liability insurance coverage with a commercially reasonable insurance carrier.

BeeCause and School shall each furnish to the other appropriate evidence of such insurance coverage and, thereafter, immediately notify the School in the event that such insurance coverage is no longer in force.

The School determines whether the beekeeper is required to hold his/her own insurance policy or will be covered as a volunteer or contractor when tending to the Hive and the Bees on the School's property.

4. Term and Termination. This Agreement begins on the date of this Agreement as set forth in the introductory paragraph and shall automatically renew, unless either party gives 30 days notice of cancellation. Either BeeCause or the School may terminate this Agreement, with or without cause or penalty, upon thirty (30) days written notice mailed or hand-delivered to the other, or immediately by mutual written agreement. Upon termination or non-renewal of this Agreement the Hive and Bees will remain the property of the School, unless, in the absence of a written agreement to the contrary, the Hive and Bees are Abandoned by the School.

5. Assignment of Liability. To the extent permitted by law without waiver of any defenses, parties shall each be responsible for any liabilities, losses, claims, demands, costs (including without limitation outside attorneys' fees) and expenses (collectively, "Claims") arising as a result the negligence or affirmative acts committed by their own employees, agents, contractors or others over whom they have control.

6. Entire Agreement. This is the entire agreement between BeeCause and the School, and any previous discussions, negotiations, understandings, arrangements, or agreements are hereby

superseded and replaced. This Agreement may only be amended or modified by a written amendment signed by both BeeCause and the School.

7. Severability. If any part of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining parts of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth in the introductory paragraph.

School Name _____

Signature: _____ Name: _____

Title: _____ Date: _____

Text

The BeeCause Project, Inc., a Georgia non-profit corporation

Signature: tami enright Name: _____

Title: Tami Enright Date: September 1 2017