LAND USE AND LIABILITY CONTRACT SAMPLE

LEGALLY BINDING IN CANADA

ABC BEES
APIARIES & BEES FOR COMMUNITIES

LAND USE AND LIABILITY CONTRACT SAMPLE

Beekeeping in the Prairie Provinces

Produced in Alberta,
Canada for Apiaries
and Bees for
Communities Inc.

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Published January 2019

This apiary Agreement (the "Agreement") is entered into as of the date written below by and amount _____ (**“**Leaseholder”) and _____ (the “landholder").

RECITALS:

A. Leaseholder wishes to place and manage beehives with the boundaries of the Landholder's Yard (as defined below).

B. The Landholder wishes to have beehives placed within the boundaries of the Landholder's Yard and participate in a share of the Hive Products (as defined below).

Now, therefore, in consideration of the representations, warranties and covenants contained in this Agreement, the parties agree as follows:

SECTION 1 - DEFINITIONS:

In this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following defined terms have the following meanings:

“Leaseholder REPRESENTATIVE" means the individual representing the Leaseholder who shall be charged with the responsibilities of the Leaseholder.

"**Bee Equipment**" all equipment relating to the Hive(s) including, but not limited to the hive boxes, frames, hive tools, smokers and protective gear.

"**Hive**" means a hive including a colony of honeybees, this Agreement pertains to **#** Hive(s).

"**Hive Products**" mean, honey, pollen, royal jelly and beeswax or any combination of such products.

"Yard" means the outdoor area included within the boundaries of the Landholder's residential or agricultural premises located at the following address (including postal code):

_____

SECTION 2 – COVENANTS

2.1 Covenants of the Leaseholder.

From and after the date hereof until the removal of the Hive from the Yard or the termination of this Agreement the Leaseholder shall:

(a) be solely responsible for the installation, moving, and removing of the Hive(s) from the agreed location within the boundaries of the Yard;

(b) not enter the premises of the landholder without the permission of the landholder, however it is hereby agreed that the Leaseholder Representative shall be afforded access to the Yard on the following dates and times:_____;

(c) not use the Landholder's property as an educational location, or site for media coverage without prior consent of the Landholder, such consent not to be unreasonably withheld;

(d) solely responsible for ALL hive management including and not limited to: feeding, treating, winterizing, and maintaining the Hive(s);

(e) abide by all municipal, provincial and federal regulations for apiculture;

(f) remove the Hive(s) and all associated Bee Equipment within 72 hours from the receipt of a request by the Landholder for removal; and.

2.2 Covenants of the Landholder

From and after the date hereof until the removal of the Hive from the Yard or the termination of this Agreement the Landholder shall:

(a) maintain a bee-friendly Yard free of ANY pesticides, herbicides, or chemical fertilizers;

(b) maintain an allocated watering station for the honeybees satisfactory to the ABC Bees. REPRESENTATIVE;

(c) use his/her own discretion on informing all neighbours of the possession of honey bees on its property;

(d) not move or alter the Hive(s) without the permission and observation of a Leaseholder REPRESENTATIVE;

(e) should the Landholder wish to take part in the maintenance and harvest of the Hive(s), acquire personal use Bee Equipment, specifically personal protective gear;

(f) immediately advise the Leaseholder if any member of the Landholder's household is or become allergic to beestings;

(g) not remove the lid of the Hive(s) without the permission of the Leaseholder REPRESENTATIVE.

SECTION 3 – REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Leaseholder

COMPANY hereby makes the representations and warranties set forth in this Section 3.1 to and in favour of the Landholder and acknowledges that the Landholder is relying upon such representations and warranties in connection with the matters contemplated by this Agreement, that:

(a) **Leaseholder is a corporation duly incorporated under the *Business Corporations Act* (Alberta) and has the requisite power and authority to carry on its business as it is now being conducted.**

(b) **Leaseholder has the requisite corporate power and authority to enter into this Agreement and to carry out its obligations hereunder. This Agreement has been duly executed and delivered by Leaseholder and constitutes a legal, valid and binding obligation of the Leaseholder enforceable against the Leaseholder in accordance with its terms.**

(c) As of the date of this Agreement, Leaseholder is not aware of any facts or circumstances that would serve as the basis for a claim by Leaseholder against the Landholder based on a breach of the representations and warranties of Landholder contained in this Agreement.

3.2 Representations and Warranties of the Landholder

Leaseholder hereby makes the representations and warranties set forth in this Section 3.1 to and in favour of the Landholder and acknowledges that the Landholder is relying upon such representations and warranties in connection with the matters contemplated by this Agreement, that:

(a) The Landholder is of the full age of majority and is legally competent to execute this Agreement and take all action pursuant to this Agreement.

(b) The Landholder is a legal and beneficial owner of the Yard, and has all necessary power and authority to enter into this Agreement and authorize the placement of the Hive(s) in the Yard.

(c) As of the date of this Agreement, the Landholder does not have any knowledge as to whether the Landholder or any member of the Landholder's household currently suffers from an allergy to beestings.

SECTION 4 – INDEMNIFICATION

4.1 Indemnification by the Landholder

From and after the installation and removal of the Hive(s) from the Yard, the Landholder shall indemnify Leaseholder in respect of and hold harmless against any and all claims, debts, costs, obligations, damages, fines, fees, penalties, losses and expenses incurred or suffered by Leaseholder or the Leaseholder REPRESENTATIVES resulting from, relating to or constituting:

(a) Any breach or inaccuracy of any representation or warranty of the Landholder contained in this Agreement.

(b) Any failure to perform any covenant or agreement of the Landholder contained in this Agreement.

4.2 Indemnification by Leaseholder

From and after the installation and removal of the Hive(s) from the Yard,the Leaseholder shall indemnify the Landholder in respect of and hold harmless against any and all claims, debts, costs, obligations, damages, fines, fees, penalties, losses and expenses incurred or suffered by the Landholder resulting from, relating to or constituting:

(a) Any breach or inaccuracy of any representation or warranty of the Landholder contained in this Agreement.

(b) Any failure to perform any covenant or agreement of the Landholder contained in this Agreement.

4.3 Survival of Representations and Warranties

All provisions of this Agreement shall survive the installation of the Hive(s) and shall continue in full force and effect in accordance with their terms until 60 days after the removal of the Hive(s) from the Yard.

SECTION 5 – BYLAW VIOLATIONS

The parties to this Agreement acknowledge that many municipalities and districts have no specific bylaws about bees and as such it is typical that no permit is required to keep bees as a hobby. Most municipalities defer to **Alberta Agriculture regulations**. Bylaw Enforcement will respond to complaints, which are usually related to swarms or wasps. Leaseholder will ensure that it consults the municipal bylaws applicable to the Yard prior to installation of the Hive(s), however it shall be the sole obligation of the Landholder to advise the Leaseholder if there are any community-specific bylaws or agreements that regulate bees applicable to the Yard.

In the event that a bylaw violation occurs with respect to the Landholder and the possession of the Hive(s) and the honeybees, Leaseholder will work with the Landholder to settle or defend the alleged violation. If required, Leaseholder shall ensure that the Hive(s) and associated Bee Equipment are removed from the Yard within 72 hours of the receipt of the violation. Leaseholder hereby agrees to pay up to %50 of the total fine and expenses in settlement of defense of the alleged infraction.

SECTION 6 – TERMINATION

6.1 Termination of Agreement

The parties may terminate this Agreement as provided below:

(a) The parties may terminate this Agreement by written or verbal consent of Leaseholder and the Landholder.

(b) Leaseholder may terminate this Agreement by giving written or verbal notice to the Landholder in the event that the Landholder is in breach of any representation, warranty or covenant contained in this Agreement.

(c) The Landholder may terminate this Agreement by giving written or verbal notice to Leaseholder in the event that Leaseholder is in breach of any representation, warranty or covenant contained in this Agreement.

6.2 Effect of Termination

If any party terminates this Agreement pursuant to section 6.1, all obligations of the parties under this Agreement shall terminate without any liability of any party to any other party. Leaseholder shall remove the Hive(s) and all associated Bee Equipment within 72 hours of notice of termination.

SECTION 7 – MISCELLANEOUS

7.1 Costs and Expenses

Except as specifically provided herein, all legal and other costs and expenses incurred by a party in connection with this Agreement and the transactions contemplated hereby will be paid by the party that incurred the same.

7.2 Assignment

This Agreement may not be assigned by a party, without the prior written consent of the other parties, which consent may be unreasonably or arbitrarily withheld.

7.3 Entire Agreement

This Agreement constitutes the entire agreement of the parties relating to, and there are no collateral or other statements, understandings, covenants, agreements, representations or warranties, written or oral, relating to, the subject matter hereof and thereof.

7.4 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect.

7.5 Waiver

(a) No waiver by any party of any default by any other party in the performance of any provision, condition or requirement herein shall be deemed to be a waiver of, or in any manner release such party from performance of, any other provision, condition or requirement herein, nor shall such waiver be deemed to be a waiver of, or in any manner a release of, such party from future performance of the same provision, condition or requirement.

(b) Any delay in exercising or failure to exercise any right, remedy, power or privilege hereunder on the part of any party shall not operate as a waiver thereof nor impair the exercise of any such right, remedy, power or privilege or any other right, remedy, power or privilege accruing to such party thereafter.

(c) The failure of a party to perform its obligations hereunder shall not release any other party from the performance of its or his obligations.

7.6 Amendment

This Agreement may not be varied or amended in its terms otherwise than by an instrument in writing dated subsequent to the date hereof, executed by duly authorized representatives of the parties.

7.7 Governing Law

This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) will be governed by and construed in accordance with the laws in force in the **Province of Alberta**. The parties hereto do hereby irrevocably submit and attorn to the exclusive jurisdiction of the courts of the **Province of Alberta** for all matters arising out of or relating to this Agreement, or any of the transactions contemplated hereby or by any thereof, without prejudice to the rights of any Party to take proceedings in other jurisdictions.

7.8 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and, to the extent permitted hereunder, their successors and assigns.

7.9 Counterpart and Facsimile Execution

This Agreement may be executed in as many counterparts as are deemed necessary, and may be delivered by facsimile or in electronic pdf form, and when so executed and delivered, each such counterpart is as valid and binding on all parties hereto as every other such counterpart. If a party delivers a counterpart by

facsimile or in electronic pdf form, that party shall promptly thereafter deliver to the other party an originally executed counterpart.

IN WITNESS WHEREOF the parties have executed this Agreement this _____ day of _____, 20___.

Leaseholder

Name: _____

Signature: _____

Landholder

Name: _____

Signature: _____