



AMERICAN SOLAR GRAZING ASSOCIATION, INC. SOLAR BEEKEEPING AGREEMENT TEMPLATE

This template was developed by Stephanie Sioufas and Ibadete Lita, student attorneys at the Food and Beverage Law Clinic, with the supervision of Jonathan Brown and Jenna Khoury-Hanna, in collaboration with the American Solar Grazing Association, Inc. and with co-sponsorship by Fresh Energy, American Beekeeping Federation, National Center for Appropriate Technology, and Pollinator Partnership. The Food and Beverage Law Clinic is a part of John Jay Legal Services, Inc., a non-profit legal services organization housed at the Elisabeth Haub School of Law at Pace University. The Food and Beverage Law Clinic represents farmers, food and beverage entrepreneurs, and non-profit organizations seeking to improve our food system.

We would like to give a special thanks to Rob Davis of Fresh Energy, John Jacobs of Old Sol Apiaries, Mary Kate MacKenzie of Cornell Cooperative Extension, and Dustin Vanasse of Bare Honey for providing us with invaluable feedback that helped shape this document.

This document was last updated on June 22, 2021. It is intended to serve as a living document that may be updated from time to time, and we welcome feedback on how to improve this template based on the experience of readers implementing their own solar site apiaries. This document does not reflect or constitute legal advice. Your use of this document does not create an attorney-client relationship with the Food and Beverage Law Clinic or any of its lawyers or students.

BACKGROUND AND BENEFITS OF SOLAR SITE APIARIES

This document is a template for a contract between a solar site operator and a beekeeper for the establishment and maintenance of a “solar site apiary,” i.e. an arrangement in which beehives are maintained at a solar site. These arrangements may provide a number of benefits to both solar site operators and beekeepers. For solar site operators, co-location of an agricultural use with solar energy may help meet pollinator scorecard requirements, which are incorporated into siting laws in some states and may otherwise be relevant. The vegetation required for pollinator habitats may also make solar sites more aesthetically pleasing and fit in better in agricultural areas. For beekeepers, a solar site can serve as a secure, long-term location for beehives, and there is a potential market demand for honey produced in conjunction with solar energy.

Beyond the direct benefits to solar site operators and beekeepers, solar site apiaries offer important environmental and other benefits. Pollination is an essential ecological function without which

humans would not survive. Despite the importance of pollinators, pollinator population numbers have been declining around the world, primarily due to habitat loss, non-native invasive species, pesticides, climate change, and parasites and diseases. Solar site apiaries are one way to help address the loss of pollinator habitats and to maintain healthy pollinator populations. In addition, pollinator-friendly vegetation mixes have been proven to revitalize soil and to be effective in sequestering carbon.

INSTRUCTIONS FOR USING CONTRACT TEMPLATE

This document is a template; it is not a one-size-fits-all contract. All provisions that are *[red, italicized, and bracketed]* and all provisions with blank spaces (_____) and/or guidance footnotes should be addressed by the parties, in addition to any other changes the parties may negotiate. Additionally, some clauses may not be of necessity based on the desired contractual relationship, and some matters that parties may wish to address may not be included in this template; therefore, it's left up to the parties to thoroughly negotiate particular provisions.

CERTAIN KEY CONSIDERATIONS

The following are a few key considerations that should be discussed prior to using this template, and that may require changes or supplemental materials depending on the circumstances of the parties using this template:

Economic Compensation

There are a number of different options for payment and economic compensation for the relationship between the solar site operator and the beekeeper. While this is still an evolving space, the practice that has developed in most instances of solar site apiaries is that the solar site operator provides payment to the beekeeper in some form for the benefits accruing to the solar site operator from having beehives at the site. This template contemplates that this payment will be in the form of a periodic fee for services over a specified period of time. Alternative arrangements include a payment of a single upfront fee to the beekeeper covering the services for the entire term of the contract, or a contractual commitment by the solar site operator to buy a certain amount of honey from the beekeeper at an agreed premium price. In the event that the parties wish to use a payment structure that is not a periodic fee for services, adjustments must be made to this agreement.

Standard for Quantifying Beekeeping Services

Assuming that the solar site operator will be paying the beekeeper in the form of a fee for services, it is important to have a clear standard quantifying what services the solar site operator is contracting the beekeeper for. In some circumstances it may be important to the solar site operator

that the land subject to the agreement qualify as “land used in agricultural production” (or similar terms) under relevant state law. In those cases, it may be appropriate to define the beekeeper’s “services” as maintaining a beekeeping operation that causes the site to qualify as land used in agricultural production under the relevant state law. In other cases qualifying as “land used in agricultural production” (or similar terms) may not be applicable or may not be what is driving the arrangement; in those cases, it may be appropriate to instead define the beekeeper’s “services” as maintaining a minimum number of hives at the site for a minimum period of time per year. This agreement includes both of these approaches as options in Section 1.

Beekeeping Practices

The parties should discuss the beekeeping practices that will be used on the solar site. There are regional beekeeping associations that discuss and provide beekeepers with best management practices and industry research. Although it is not required, some solar site operators might request that the beekeeper be a member of a local beekeeping association or follow certain best management practices.

Location of Apiary

Apiaries can be located on any part of the land owned or leased by the solar site. In determining the location of an apiary, issues to consider include access, security, shade from buildings or tall trees, typical wind patterns, and proximity to solar panels. This template contemplates that the apiary will be outside of the main perimeter fencing to the solar site, with electrical fencing around the apiary to protect the hives from bears. Some beekeepers and solar site operators prefer this approach as it gives each party their own designated and separate space and reduces bee excrement on the solar panels. In other cases, the parties may be comfortable locating the apiary within the main perimeter fencing of the solar site. In the event that the parties wish to locate the apiary within the main perimeter fencing, adjustments must be made to this agreement (including adjustments to the provisions on access, fencing, and vegetation management).

Ownership of Property Where Solar Site is Located

If the solar site is located on land that the solar site operator leases rather than owns, it must be determined whether or not the solar site operator has the authority to enter into this agreement under the terms of the lease. If the solar site operator does not have the authority to enter into this agreement, express consent of the landlord would need to be obtained. In some cases, landlords have required written agreements with the beekeeper establishing certain terms for the use of the property for this purpose. In some cases, non-operator landlords are incentivized by the exchange of honey or other arrangements.

Partnering in Sale of Honey

In some circumstances the solar site operator and beekeeper may wish to partner with one another in the collection, packaging, and distribution of honey. If the parties are interested in this type of partnership, they should address the partnership separately or change this agreement accordingly.

Educational Services

In some circumstances the solar site operator may want the beekeeper to provide educational services, which could include information sessions for the general public, schools, or staff of the company that showcase the bee colonies and how they live on the solar site. If the solar site operator is interested in hosting educational services, additional considerations around payment and liability waivers should be addressed.

The above instructional pages are not part of the contract.

SOLAR BEEKEEPING AGREEMENT

This Solar Beekeeping Agreement (this “Agreement”) is made and entered into this ____ day of _____ 20 __, by and between *[Beekeeper Name]* (“Beekeeper”) and *[Solar Site Manager Name]* (“Solar Site Manager” and, together with Beekeeper, each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, Solar Site Manager is the *[owner/operator]* of *[name of Solar Site]*, located at *[address of Solar Site]* (the “Solar Site”) and more fully described on Exhibit A hereto, and wishes to obtain the benefits of having honeybee colonies located at the Solar Site;

WHEREAS, Beekeeper owns the beehives and beekeeping equipment that will be used on the Solar Site and wishes to use the Solar Site as a space to relocate and maintain Beekeeper’s beehives; and

WHEREAS, the Parties desire and intend to enter into this Agreement to facilitate the maintenance of Beekeeper’s beehives at the Solar Site.

NOW, THEREFORE, in consideration of the foregoing recitals that are incorporated herein by reference and covenants made herein and other good and valuable consideration, the Parties, intending to be legally bound, agree as follows:

TERMS OF THE AGREEMENT

Section 1. Beekeeping Management Services.

- a. **OPTION A¹:** *[Beekeeper shall maintain a bona fide beekeeping operation in the Apiary (as defined below) that causes [the Solar Site][describe portion of Solar Site]² to qualify as [“land used in agricultural production”]³ under [reference applicable state law] during the Agreement Term.]*

OR

¹ As referenced in the instructions section above, use this option if appropriate for the standard of Beekeeper’s services to be tied to causing the site (or a portion of the site) to qualify as “land used in agricultural production” (or similar terms) under relevant state law. Adjustments to this provision may need to be made based on the requirements of the relevant state law.

² If entire Solar Site is expected to qualify as land used in agricultural production based on the beekeeping services, reference the Solar Site. If a portion of the Solar Site is expected to qualify, describe that portion.

³ Use applicable term under the relevant state law.

OPTION B⁴: [Beekeeper shall maintain at least *[number]*⁵ bee colonies in the Apiary (as defined below) during the period of *[annual begin date]* to *[annual end date]*⁶ for each year during the Agreement Term.]

- b. Solar Site Manager shall provide a suitable place or places at the Solar Site to locate the hives (the “Apiary”) in accordance with Section 8, and shall provide for the maintenance of vegetation management, fencing, and signage for the Apiary in accordance with Sections 5 and 8. A map or description of the location and approximate square footage of the Apiary is included in Exhibit A hereto.

Section 2. Agreement Term.

The term of this Agreement (the “Agreement Term”) is *[[number] year(s)]*⁷, commencing on *[begin date]* and ending on *[end date]* (the “Termination Date”).

Section 3. Payment.

Solar Site Manager shall pay Beekeeper for the services provided herein according to the following payment terms and schedule: *[insert \$ fee and payment schedule for each year of the Agreement Term]*⁸

Section 4. Bee Management, Health, and Welfare.

- a. Beekeeper shall be responsible for all transportation of bees and related equipment to and from the Solar Site.
- b. Beekeeper shall be responsible for the health and wellbeing of bees.
- c. *[Beekeeper shall keep a swarm trap in the Apiary.]*⁹

⁴ As referenced in the instructions section above, use this option if *not* appropriate for the standard of Beekeeper’s services to be tied to causing the site (or a portion of the site) to qualify as “land used in agricultural production” (or similar terms) under relevant state law. Instead, this option quantifies Beekeeper’s services by a minimum number of colonies during a minimum period of time per year.

⁵ Insert minimum number of bee colonies to be present at the Solar Site during the season. A suggested starting place is one colony per four acres (for example, 25 bee colonies for a 100-acre solar site), but there is no established standard and parties should discuss to arrive at appropriate ratio.

⁶ Insert beginning and end date of the season during which bees must be present at the Solar Site during each year of the contract (this differs from the Agreement Term in Section 2, which refers to the beginning and end date of the entire contract). This template does not include specific dates due to regional differences, but the specified season should (A) include all months in which temperatures are above 60 degrees to ensure that the bees are present at the Solar Site during times where forage, pollination, and honey production is occurring, *except for* (B) a limited period of time at the beginning of the beekeeping season when the Beekeeper may use the colonies for commercial pollination contract.

⁷ Insert total number of years of the contract.

⁸ As the parties see fit, the payment options could be changed based on the agreement between both parties. As noted in the introductory pages, alternative payment arrangements may include a payment of a single upfront fee to the beekeeper covering the services for the entire term of the contract, or a contractual commitment by the solar site operator to buy a certain amount of honey from the beekeeper at an agreed premium price.

⁹ Recommended in order to reduce likelihood of bee swarms on solar panels.

- d. If there is a water supply on the Solar Site, Solar Site Manager shall provide Beekeeper adequate access to the water supply for purposes of Beekeeper providing water for the bees, and Solar Site Manager shall not remove such water supply without Beekeeper's written consent.¹⁰
- e. Solar Site Manager shall provide prompt verbal notice to Beekeeper if Solar Site Manager becomes aware that any of the beehives appear to be suffering from damage or accident, followed by written notice within twenty-four (24) hours.

Section 5. Vegetation Management and Pollinator-Friendly Vegetation.

- a. [Solar Site Manager shall be responsible for all vegetation management in the Apiary and on the Solar Site.]¹¹
- b. Solar Site Manager shall have provided a copy of a vegetation maintenance plan and vegetation maintenance contract for the Solar Site to Beekeeper prior to execution of this Agreement and shall notify Beekeeper of any changes to such plan or contract through the Agreement Term. Solar Site Manager shall adhere to such vegetation maintenance plan in all material respects throughout the Agreement Term and shall not change such plan without Beekeeper's written consent.
- c. Solar Site Manager shall provide contact information for the Solar Site's landscaper to Beekeeper to ensure open communication between Beekeeper and the landscaper.
- d. Solar Site Manager shall cause the Solar Site to have vegetation and other features beneficial to pollinators, as follows:
 - i. Prior to the parties entering into this Agreement, Solar Site Manager shall have provided Beekeeper a completed pollinator-friendly solar scorecard for the Solar Site, in the form of [reference applicable scorecard to be used]¹², completed no more than two years prior to the date of this Agreement. Solar Site Manager represents and warrants that such scorecard is accurate as of the date provided to Beekeeper, and acknowledges that Beekeeper is entering into this Agreement in part on reliance on the scores indicated on such scorecard.
 - ii. Solar Site Manager shall maintain the vegetation throughout the Agreement Term such that it would not result in lower scores than those indicated on such initial scorecard, and Solar Site Manager shall provide an updated scorecard to Beekeeper on an annual basis within 30 days after each anniversary of the beginning of the Agreement Term, which delivery will be deemed to constitute a representation and warranty by Solar Site Manager that such scorecard is accurate as of such date.

¹⁰ The beekeeper should take steps to satisfy his or herself, prior to entering into the agreement, that there are adequate water sources to maintain healthy colonies.

¹¹ Alternatively, the parties may wish to have the Beekeeper responsible for vegetation management within the Apiary.

¹² A state-neutral pollinator-friendly solar scorecard is available at: https://2lwej44565rn2mmjlk31pmwq-wpengine.netdna-ssl.com/wp-content/uploads/2020/01/Pollinator_FriendlySolar_Scorecard.pdf. Some states have their own state pollinator-friendly solar scorecards.

- e. Solar Site Manager shall cooperate with Beekeeper and take into reasonable consideration Beekeeper's recommendations about vegetation management to ensure that there is adequate food for the bees throughout the Agreement Term to the extent possible in accordance with normal weather patterns. Solar Site Manager shall take reasonable efforts to address concerns raised by Beekeeper during the Agreement Term about vegetation management issues affecting the bees, including without limitation invasive weeds, pests, and timing of mowing.

Section 6. Use of Herbicides, Pesticides, and Fungicides.

- a. Solar Site Manager shall not apply any pesticides, herbicides or fungicides to the Solar Site during the Agreement Term nor immediately prior to the Agreement Term if the residue would endanger the colonies.
- b. Notwithstanding the foregoing, the following herbicides are mutually agreed to be permitted outside of floral blooming time: *[list any allowed herbicides]*.
- c. Without limiting the foregoing restrictions, in the event that there are any pesticides, herbicides or fungicides present on the Solar Site, Solar Site Manager shall properly dispose of all pesticide, herbicide, or fungicide solutions in such a manner that bees will not be able to contact the material while searching for a water/food source.

Section 7. Apiary Location and Access.

- a. Solar Site Manager shall provide a suitable location for the Apiary, which must **[(i) be located outside of the perimeter fence of the Solar Site]¹³** and (ii) have an access road and be accessible by truck or other vehicles used in handling and servicing the colonies.
- b. Solar Site Manager shall provide for the clearing of the access road during inclement weather, including snow and ice.
- c. Solar Site Manager shall provide Beekeeper with twenty-four (24) hour access to the Apiary during the Agreement Term.
- d. In the event that Solar Site Manager needs to enter the Apiary, Solar Site Manager shall provide Beekeeper with twenty-four (24) hour advance notice before accessing the Apiary so that Beekeeper may appropriately manage the bees during such access.
- e. In the event that the Apiary is moved to a different location at the Solar Site as agreed by the parties, Solar Site Manager shall ensure fencing and signage is appropriately moved to the new location and that Beekeeper has adequate access to the new location.
- f. Beekeeper shall keep Solar Site access details confidential.

Section 8. Fencing, Signage, Security, and Solar Panel Maintenance.

¹³ As noted in instructions, this template assumes parties will want Apiary to be located outside of the main perimeter fencing for the solar site. If parties wish to locate it within main perimeter fencing, adjustments should be made.

- a. [Solar Site Manager shall provide permanent, secure perimeter electric fencing around the Apiary to ensure that predators cannot enter the Apiary.¹⁴ Secure perimeter electric fencing means that such fencing (i) is connected to the ground, (ii) has an electrical current of a minimum of 7,000 volts,¹⁵ (iii) surrounds the entirety of the Apiary, (iv) has a lock securing the fencing,¹⁶ and (v) has an electrical switch and gate for Beekeeper to turn off the electric fence and enter the fenced area. Solar Site Manager shall be responsible for all costs associated with obtaining, maintaining, repairing and installing fencing and signage, along with all electrical costs.]
- b. Solar Site Manager shall post signage at the entrance gate to the Apiary and at *[additional locations]* to alert visitors that bees are present on the Solar Site and to direct visitors to avoid touching the electrical fence. The following notice serves as an adequate signage message:

**[CAUTION: BEES ON SITE
DO NOT TOUCH ELECTRICAL FENCE
DO NOT ENTER APIARY WITHOUT SUPERVISION]**¹⁷

- c. Solar Site Manager shall not permit anyone to enter the Apiary without written consent from Beekeeper.
- d. Beekeeper is permitted to inspect the electrical fencing and gate periodically throughout the Agreement Term.
- e. Beekeeper shall be permitted to install surveillance technology, gate alarms, or other systems to monitor the Apiary.
- f. Solar Site Manager shall be responsible for costs associated with maintaining, repairing, or cleaning solar panels and Solar Site equipment, including when the need for such maintenance, repairs, or cleaning is caused by the natural activity of the bees, such as bee excrement.

Section 9. Subcontractors.

- a. Beekeeper authorizes Solar Site Manager to subcontract its signage, fencing, vegetation management, road management, security obligations, and other maintenance services described within this Agreement.

¹⁴ The secured perimeter should be added as deemed appropriate by the Beekeeper, or as agreed by both parties. In the event that the area is one not impacted by bears and the parties are not concerned about theft, the fencing may not be needed.

¹⁵ The voltage is the minimum suggested for deterring bears.

¹⁶ The lock is to prevent theft of bees.

¹⁷ This is only suggested language; parties can modify as they see fit. It may be appropriate to have Solar Site Manager's insurance company approve this language.

- b. Solar Site Manager authorizes Beekeeper to subcontract the activities associated with beekeeping, including but not limited to transportation of bees, health assessment of bees, feeding of bees, and removal of honey.
- c. No subcontracting shall relieve either Party from its duties, responsibilities, obligations, or liabilities under this Agreement. Each Party shall be solely responsible for the acts, omissions, or defaults of its subcontractors. Each Party shall be solely responsible for the payments to be made to any subcontractors by the terms and conditions provided in any subcontracts it has entered into.
- d. Any subcontractor must be included in the subcontracting Party’s insurance coverage under this Agreement.

Section 10. Notice.

Any notice required or permitted under this Agreement shall be sent to the following Party representatives:

If to Beekeeper:

Name: []
 Address: []
 Phone Number: []
 Email Address: []

If to Solar Site Manager:

Name: []
 Address: []
 Phone Number: []
 Email Address: []

Section 11. Termination.

- a. Termination by Solar Site Manager.
 - i. By written notice effective upon receipt, Solar Site Manager shall have the right to terminate this Agreement prior to the Termination Date for Beekeeper’s material breach of any of its obligations under this Agreement; provided, however, that if such default is capable of cure, then such notice shall be subject to a []¹⁸ day cure

¹⁸ Insert a cure period. This cure period is the amount of time Beekeeper has to remedy a material breach of this Agreement without penalty. For example, a 30-day cure period would give the Beekeeper 30 days to cure the material breach from the date the Beekeeper received notice from the Solar Site Manager of the material breach (if the material breach is capable of cure).

period from the date thereof, and if the defaulting Party cures such default prior to the expiration of such period, termination shall not take place.

- ii. No termination by Solar Site Manager shall relieve Solar Site Manager of its obligation to pay Beekeeper for services properly performed prior to such termination. Such payment shall be adjusted on a ratable basis accordingly. Solar Site Manager shall reimburse Beekeeper for reasonable termination expenses, which shall not include consequential damages, unperformed work, or anticipatory profit. In no event shall termination costs plus all compensation paid hereunder exceed the total price agreed for the services under this Agreement.
 - iii. By written notice effective upon receipt, Solar Site Manager shall have the right to terminate this Agreement without cause prior to the Termination Date, provided that Solar Site Manager shall pay Beekeeper the entire price of the contract in accordance with Section 3 upon such termination without cause.
- b. Termination by Beekeeper
- i. By written notice effective upon receipt, Beekeeper shall have the right to terminate this Agreement prior to the Termination Date (A) for Solar Site Manager's failure to make a required payment in accordance with Section 3; (B) for Solar Site Manager's material breach of any of its other obligations under this Agreement; provided, however, that if such default under this clause (C) is capable of cure, then such notice shall be subject to a []¹⁹ day cure period from the date thereof, and if the defaulting Party cures such default prior to the expiration of such period, termination shall not take place; or (C) if severe weather conditions or unforeseen Solar Site conditions no longer permit safe and effective solar beekeeping for the remainder of the Agreement Term.
 - ii. No termination by Beekeeper shall relieve Solar Site Manager of its obligation to pay Beekeeper for services properly performed prior to such termination. Such payment shall be adjusted on a ratable basis accordingly.
- c. Beekeeper's Right to Perform Solar Site Manager's Obligations.
- i. If Solar Site Manager fails to perform any of its obligations set forth under Section 4, 5, 6, 7 or 8, and such failure continues twenty-four (24) hours after notice from Beekeeper (except in the case of an emergency when no notice shall be necessary), Beekeeper may, but shall not be obligated to, perform Solar Site Manager's obligations or perform work resulting from Solar Site Manager's acts, actions, or

¹⁹ Insert a cure period. This cure period is the amount of time Solar Site Manager has to remedy a material breach of this Agreement without penalty. For example, a 30-day cure period would give the Solar Site Manager 30 days to cure the material breach from the date the Solar Site Manager received notice from the Beekeeper of the material breach (if the material breach is capable of cure).

omissions and Solar Site Manager shall reimburse to Beekeeper, upon demand, the total cost of such performance.

Section 12. Insurance.

- a. Beekeeper shall maintain liability insurance coverage for bodily injury, death and property damage with minimum limits of **[\$1,000,000]** per occurrence and **[\$2,000,000]** in the aggregate, naming Solar Site Manager as an additional insured during the Agreement Term.²⁰
- b. Solar Site Manager shall maintain liability insurance coverage for bodily injury, death and property damage with minimum limits of **[\$1,000,000]** per occurrence and **[\$2,000,000]** in the aggregate, naming Beekeeper as an additional insured during the Agreement Term.²¹

Section 13. Indemnification.

- a. Solar Site Manager acknowledges that honeybees are not controlled by Beekeeper, may fly for miles from the Apiary to forage, and can sting.
- b. Solar Site Manager hereby releases and shall indemnify and hold harmless Beekeeper from all claims, liability, loss, damage or expense (“Losses”) arising from any injury or death to persons on the Solar Site or any damage to personal property on the Solar Site (other than Beekeeper’s bee infrastructure) caused by Beekeeper’s bees or beekeeping activity, including without limitation due to bee stings or bee swarms, except to the extent such Losses result from the gross negligence or willful misconduct of Beekeeper or Beekeeper’s employees, subcontractors, or agents.
- c. Solar Site Manager shall provide liability waivers to visitors notifying them of the presence of the bee colonies on the Solar Site.

Section 15. Assignment.

Either Party’s duties, obligations, and responsibilities under this Agreement may not be delegated nor its interests assigned to any third party without the prior written consent of the other Party, except as otherwise expressly provided for herein.

Section 16. Severability.

The Parties acknowledge and agree that should any provision of this Agreement or the application of such provision to the Parties, any other person(s) or circumstance(s) be ruled contrary to law in any way, by any Court or any authorized agency, the remainder of this Agreement or other provisions shall not be affected by such ruling.

Section 17. Governing Law.

²⁰ Parties should discuss appropriate coverage and limits.

²¹ Parties should discuss appropriate coverage and limits.

This Agreement shall be construed and governed by the laws of the State of *[state in which work is rendered]*.

Section 18. Compliance with Applicable Laws.

Both Parties and their employees, representatives, and agents, shall comply at all times with all present or future applicable laws, rules, ordinances and regulations, and all amendments or supplements thereto, governing or relating to the services performed pursuant to this Agreement, as may from time to time be promulgated by federal, state or local governments and their authorized agencies.

Section 19. Waiver.

The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights will not be construed as a waiver of any such provision or the relinquishment of such right.

Section 20. Entire Agreement.

This Agreement constitutes the entire agreement between Beekeeper and Solar Site Manager and supersedes any prior oral or written agreement with respect to the subject matter of this Agreement.

Section 21. Amendments.

This Agreement may be modified or amended only by written agreement fully executed and signed by the Parties.

[The remainder of the page has been intentionally left blank. Signature page follows.]

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the dates below their signatures.

Beekeeper:

[INSERT NAME OF BEEKEEPER]

[Signature block if Beekeeper is an individual:]

Date:

[Signature block if Beekeeper is a business entity:]

By: _____

Name:

Title:

Date:

Solar Site Manager:

[INSERT NAME OF SOLAR SITE MANAGER]

By: _____

Name:

Title:

Date:

EXHIBIT A

SOLAR SITE AND APIARY DESCRIPTION

Solar Site Name: _____

Solar Site Address: _____

Estimated Acreage: _____

Apiary Location:²² _____

²² Include map or narrative description of the location and approximate square footage of the Apiary.