

Mark & Ruth Mettler dba Beautiful Bees

This agreement, made this day, _____ of _____, 2014 sets forth the agreement between Beautiful Bees, hereinafter referred to as "beekeeper", and the legal representative of the property owner whom has requested assistance in removal of bees from the premises:

Name: _____

Phone: _____

Address: _____ City: _____ State: _____ zip: _____

hereinafter referred to as "Owner" for the removal of one or more honeybee colonies on the owner's property described as :

Address of colonies: _____ or the same as above.

In consideration of their mutual promises, the parties agree as follows:

Removal of honeybees requires that the Beekeeper open the structure containing the colony and remove the bee colony and the honey comb. Depending on the location of the colony within Owner's property, Beekeeper is authorized to remove such siding, edging, fascia, backing, drywall, insulation or any other materials concealing the colony as may be necessary to that task, except that the Beekeeper shall not remove any load bearing structural members of the building.

Owner agrees that Beekeeper shall not be responsible to repair or replace any materials removed unless "basic repairs" are agreed upon beforehand. Owner further agrees that Beekeeper shall not be responsible for any incidental damage to the property and Owner shall be solely responsible for full repairs to the property once the bee colony is removed creating a safe environment for construction. The owner may be present to countermand the further removal of any materials by simple verbal request.

Owner understands that bees are wild insects and are in no way controlled by Beekeeper, therefore, Beekeeper may or may not be able to remove 100% of the bees. Further, the Beekeeper makes no warranty that the bees will not return to the structure from which they were removed if **measures are not taken to prevent their reentry**. It is the responsibility of the contractors completing "reconstruction" to use appropriate materials to prevent insect intrusion and cover any vent holes with appropriate hardware cloth to prevent bees from reentering the structure. All previously occupied voids should be filled with insulation or other suitable material to prevent recolonization.

Owner agrees to indemnify and hold the Beekeeper harmless from any claim, expense or liability arising out of the Beekeeper's performance under this agreement, including but not limited to claims arising from bee stings to persons or damage to property caused by the bee removal activities, and Owner shall promptly defend Beekeeper from any such claim or expense and/or promptly reimburse Beekeeper for any such claim or expense incurred by Beekeeper, including any costs of suit and a reasonable sum for attorney fees. Bee-lieve it or not, lawyers sting more than bees.

Bees do not always do what the books say they should. No matter how many books you read, no matter how many opinions you hear, no matter how long you keep bees, no matter how much you think you know, bees will always do something different.

Fischers Bee-Quick ® is a harmless essential oil and may be used to force the bees to evacuate the space in which they are nesting.

Mileage for travel reimbursement to and from the property listed above may be computed from Garmin GPS and/or Google Maps® from Beautiful Bees at Beefield, 1297 Hagan Mill Pond Rd, Statesboro, GA 30461. Any and all expenses or charges must be announced and annotated in this document before work is complete.

To and from milage at the extraction point is _____ miles. The federal allowance for mileage is \$0.565 per mile, also known as 56.5¢ per mile. A reimbursement charge of no less than \$20 is requested also computed as 35 miles round trip. Payment is accepted in cash or credit card.

The parties, by placing their signatures below, acknowledge that they have read this agreement and the attachment, understand its terms and agree to be bound hereby for themselves, partners, guardians, their heirs and assigns, and that neither party shall be held to any other or different terms unless those terms are reduced to writing and signed by the parties in this or additional documents.

Beekeeper

Owner