



Model contract farming agreement for honey in Belize

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THE PARTIES

1. This agreement is made at *[insert place]* on *[insert date]* between *[insert name of party]* (“the Producing Party”) of *[insert address]* with the beekeeper’s registration number of *[insert BAIMS registration number]* and the *[insert name of party]* (“the Purchasing Party”) of *[insert address]*.

THE PURPOSE

2. The Purchasing Party agrees to buy *[insert type of honey, e.g. multifloral]* honey produced and delivered by the Producing Party, and the Producing Party agrees to produce and deliver to the Purchasing Party honey in accordance with this agreement.

QUANTITY AND PRODUCTION SITE

3. The Producing Party shall deliver to the Purchasing Party *[insert agreed quantity requirement, such as a range of the amount of honey to be delivered, including a minimum and maximum amount]* of honey produced at *[registration numbers of Producing Party’s apiary(ies)]* (the Production Site).

PRODUCTION METHOD AND QUALITY

4. The Producing Party shall supply honey produced following the technical specifications provided by the Purchasing Party, as reproduced in Annex I.
5. The Producing Party shall keep records on the application of the technical specifications in Annex I and make these records available to the Purchasing Party following an inspection according to clause 6.
6. Subject to *[insert period of time]* advanced notice, the Purchasing Party, or an entity designated by the Purchasing Party, may visit and inspect the Production Site to verify that the Producer is following the technical specifications, inspect the associated records under clause 5 and provide technical advice. Such inspection visits shall be carried out *[insert frequency, e.g. monthly, or at any time with a 24 h. notice]*.



7. The honey from the Producing Party shall comply with the following quality standards:
- [insert quality description, e.g. crystallized honey]*
 - [insert quality description, e.g. regular honey]*
 - [insert quality description, e.g. premium honey]*

[OPTIONAL CLAUSE: INPUT PROVISION]

If the parties agree for the Purchasing Party to provide inputs for the Producing Party under the contract, please use this clause. This clause does not prohibit the beekeepers from procuring further inputs, either from the BMDC or third parties over the course of the relationship.

Within [insert period of time] of signing the contract, the Purchasing Party shall deliver to the Producing party the following inputs on the following prices:

<i>Name of input</i>	<i>Price of input</i>
<i>Input A</i>	<i>[Insert price in BZ\$]</i>
<i>Input B</i>	<i>[Insert price in BZ\$]</i>
<i>Input C</i>	<i>[Insert price in BZ\$]</i>
<i>Input D</i>	<i>[Insert price in BZ\$]</i>
<i>...</i>	<i>...</i>

The cost of such inputs shall be deducted from the prices payable for the successive deliveries by the Purchasing Party in clause 17.]

DELIVERY AND ACCEPTANCE

- The Producing Party shall deliver at its own cost the honey to the collection center of the Purchasing Party at *[insert address]* on *[insert range of times and/or dates when deliveries can be made]*.
- The Purchasing Party shall immediately weigh and test the quality by *[insert method of weighing and testing]* of the honey and shall provide a receipt slip to the Producing Party or their representative with the details of the sales proceeds, including the price, quantity and the quality standard applied.
- The Producing Party has the right to be present at weighing and establishing of the quality.
- Following the provision of the receipt slip, the ownership and title to the honey passes to the Purchasing Party.



12. The Purchasing Party shall give the Producing Party a written explanation of any honey it has rejected.
13. Honey can be rejected if any of the below conditions is met:
- (a) it does not fulfil the quality standards in clause 7,
 - (b) is not produced following the agreed production methods in Annex 1,
 - (c) due to the Producing Party's failure to adhere to other obligations in this contract, or
 - (d) due to presence of foreign objects or other similar defects in honey.
14. The Producing Party may sell to a third party all honey rejected by the Purchasing Party as well as all honey above the quantity agreed on clause 3.

[Optional: The Buyer retains the right of first refusal to purchase the excess Goods. If the Buyer does not notify, in writing, the Producer of its intention to purchase the excess Goods within [insert number of days] of the Producer giving notice to the Buyer of the availability of excess Goods for purchase, the Producer may sell the excess Goods to a third party.]

PRICE AND PAYMENT

15. The Purchasing Party shall pay the Producing Party for honey delivered:
- a. according to the following pricing mechanism:

Grade	Price
Honey Quality A	<i>[Insert price in BZ\$/lb]</i>
Honey Quality B	<i>[Insert price in BZ\$/lb]</i>
Honey Quality C	<i>[Insert price in BZ\$/lb]</i>

- b. *[OPTIONAL CLAUSE IF INPUTS ARE USED: and deducting the cost of inputs as established in clause X]*
16. The Purchasing Party shall pay the Producing Party *[percentage in letter and number % (%)]* of the price upon delivery and the other *[percentage in letter and number % (%)]* no later than *[number]* days after change in ownership.
17. The form of payment by which the Purchasing Party shall pay the Producing Party is *[insert form of payment, e.g. cash, bank transfer]*.



18. The Purchasing or the Producing party, in consideration of potential changes in the price of honey in local markets, may request that the price be renegotiated.
19. The Party requesting a renegotiation of the price will provide evidence of the change in price in local markets.

FORCE MAJEURE

20. In case of *Force Majeure* Event, as soon as reasonable after the start of the *Force Majeure* Event, the Affected Party shall notify the other Party in writing of the *Force Majeure* Event, the date on which it started, its likely or potential duration, and the effect on the Party's ability to perform its obligations under the Agreement.

For the purposes of this article, *Force Majeure* Event should be understood as any event that arises after the contract has been signed, is unpredictable, inevitable, beyond the Parties' reasonable control, and that objectively prevents one or both of them from performing their obligations, including, but not limited to, wars, civil disturbances, strikes, riots, epidemics, earthquakes, storms, droughts, fires, floods, or other exceptionally adverse weather conditions or social or natural events.

21. The Affected Party shall use all reasonable effort to mitigate the effect of the *Force Majeure* Event on the performance of its obligations.
22. Provided it has complied with Articles 20 and 21 above, the Affected Party shall not be considered to be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations caused by the *Force Majeure* Event.
23. Parties may agree to suspend affected obligations during the continuance of *Force Majeure* Event, and no damages or penalties for delay in performance shall be due.
24. If an obligation is suspended by reason of *Force Majeure* Event for more than [insert number of days, e.g. 14] from the Affected Party giving notice, or if suspension is not feasible, the other Party may terminate the contract and all outstanding payments relating to the financing supplied for the production shall [fall due]/[be forgiven].

REMEDIES

25. Where the party failing to comply with any obligations in this Agreement (the Breaching Party) becomes aware that it is or will be in breach of its obligations, it shall immediately take all reasonable measures at its own cost to prevent or cure the breach within [insert number of days].
26. Where the Breaching Party does not or cannot cure the breach in accordance with Article 25, the Aggrieved Party may take any of the following corrective actions.



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- a. Require the Breaching Party to negotiate to adjust the purchase price to reflect the fair value of the non-conforming honey or to otherwise remedy the breach of contractual conditions; or
 - b. reject the honey and withhold payment.
27. Where the Purchasing Party fails to take delivery of conforming honey within [*insert period of time*] from the delivery time, the Producing Party may sell the honey to a third party and claim from the Purchasing Party the difference between the price under this agreement and the price that the Producing Party received for the honey.
28. Where the Breaching Party has committed a breach of this agreement and an attempt to cure by the Breaching Party, or corrective action by the Aggrieved Party, has failed to cure, prevent or correct the breach, the Aggrieved Party may, with 14 days written notice to the Breaching Party, terminate this Agreement.
29. Without limiting any other rights or remedies available under this Agreement, the Aggrieved Party may claim damages for any costs, losses or expenses which are attributable to the Breaching Party's breach of this Agreement in accordance with the applicable laws.

DURATION, RENEWAL AND TERMINATION

30. This agreement is valid for a period of [*insert number*] [*months/other*] from [*start date*] to [*end date*].
31. This agreement may be terminated:
 - a. Following a breach of agreement in accordance with article 28;
 - b. By mutual agreement of the Parties;
 - c. By either party by giving [*insert number of months*] written notice to the other Party.
32. Upon expiration of this agreement, the Parties may agree in writing to its renewal.

DISPUTE RESOLUTION

33. The Parties to this Agreement shall provide notice to each other in the event of any disputes arising out of this Agreement and shall seek to amicably resolve them through negotiation and cooperation within [*insert time period*].
34. If the Parties to this Agreement are unable or unwilling to resolve the dispute amicably, the Parties shall seek local and independent mediation from [*identify mediator or mediating institution*] of the issues within [*insert time period*] and under the rules of the [*insert mediation institution or association*].



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35. Where the dispute has not been resolved in accordance with the preceding paragraphs, any Party may submit the dispute to the [*courts of Belize*] / [*insert name of arbitration center*] for resolution.
36. This Agreement and any dispute arising out of it is governed by the laws of Belize.
37. The parties further state that by signing this agreement, they understand in full all its terms and accept them as being just and fair.
38. The Producing Party has the right to withdraw from this agreement within [*time period, e.g. 72 hours*] of its signing by providing written notice to the Purchasing Party.

[Name of Producing Party]

[Name of Purchasing Party]

Witness



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ANNEX I – Good Beekeeping Practices or similar technical specifications

[Insert Good Beekeeping Practices or similar technical specifications]