

Between

("the Vendor")

and

("the Purchaser")

**AGREEMENT FOR SALE AND PURCHASE
OF HIVES**

AGREEMENT FOR SALE AND PURCHASE OF HIVES

THIS AGREEMENT dated this _____ day of _____ 2015

BETWEEN _____ (“the Vendor”)

AND _____ (“the Purchaser”)

The Vendor has agreed to sell the Hives (as defined at clause 1 below) on the terms and conditions set out in this Agreement.

Possession Date: _____

Value of Hives: \$_____ per hive plus GST (if any)

Total Purchase Price: \$_____ plus GST (if any)

Deposit: \$_____ to be paid on both parties signing this Agreement

Balance of Payments: (a) to be paid in full on the Possession Date; or
(b) to be paid on _____ (insert date or dates for payment).

The Vendor is registered under the GST Act in respect of the transaction evidenced by this Agreement and/or will be so registered at the Possession Date.

GENERAL TERMS OF SALE

1. Description of Hives:

The Hives will consist of – strike out not applicable below.

Bottom Board - single, double, pallet
Brood chamber – 1 or 2 - jumbo, full depth, $\frac{3}{4}$ depth
Brood chamber x frames – 9 or 10 or _____
Queen Excluder – yes or no
Honey supers, per hive – 1, 2, 3, 4 or _____ Full depth, $\frac{3}{4}$ depth, $\frac{1}{2}$ depth
Honey supers x frames – 8, 9, 10 or _____
Hive mat
Hive feeder
Hive lid – single or multiple x _____
Hive strap

(dry stored on the hive/ stored separately)

2. Queen:

The Vendor undertakes that all Hives have a healthy queen at time of purchase, the age of the queens are estimated at 6 months, 12 months, 18 months, 24 months (strike out not applicable), but the Vendor accepts no liability for any queen failure after Possession Date.

3. American Foulbrood Disease:

(a) The Vendor will ensure that all Hives at the time of sale, have been:

- (i) Assessed and determined to be free of American Foulbrood Disease (“AFB”) not earlier than fourteen (14) days prior to the Possession Date; and
- (ii) Warrants that the Hives are free of AFB as at the Possession Date.

(b) The Vendor further warrants that any Hive diagnosed with AFB within 30, 60, 90, 120 days of the Possession Date (strike out not applicable) will be replaced within _____ working days of notice being given by the Purchaser, or the purchase price for the infected hives refunded in full within _____ working days of notice being given by the Purchaser.

(c) Any notice given under clause 3(b) above shall comply with clause 7 of this Agreement, namely that it shall be in writing.

(d) The Purchaser agrees that if any of the Hives develop AFB within a period of 30, 60, 90, 120 days of the Possession Date (strike out not applicable) the Purchaser will be responsible for the total destruction of the Hives, including floors and roof, and for the formal reporting of such action to the AFB Pest Management Plan Management Bond representatives, Asurequality NZ Limited.

(e) The Vendor agrees to indemnify the Purchaser in respect of costs incurred by the Purchaser in complying with the Purchaser’s obligations under paragraph 3(c) above.

4. Purchaser:

(a) Inspection

The Purchaser may inspect the Hives within 30 days prior to the Possession Date *(It is recommended that if the Purchaser is not an experienced Beekeeper, that the Purchaser engage an experienced beekeeper to inspect all hives prior to purchase).*

(b) Collection of the Hives

The Purchaser will at his own expense collect the Hives from the Vendors current registered sites.

OR

The Purchaser will collect the Hives from the Vendor at the following registered sites:

(a) _____

(b) _____

(c) _____

5. Default:

If either party shall default in the observance of its obligations under this Agreement, then the non-defaulting party may, without prejudice to any other remedy available at law:

(a) Sue the defaulting party for specific performance; or

(c) Sue the defaulting party for damages.

Note to Parties – disputes pursuant to this Agreement that are lower than \$15,000.00 in value are likely to be dealt with through the Disputes Tribunal, which can also deal with disputes up to \$20,000.00 in value with the agreement of the parties.

6. Construction:

In this Agreement -

(a) Headings are inserted for convenience only, and shall be ignored in construing this Agreement.

(b) References to clauses are to clauses of this Agreement.

(c) Unless the context otherwise requires, words (including words defined in this Agreement) denoting the singular number only and shall include the plural and vice versa and words denoting any gender shall include all genders.

(d) A reference to a person includes a reference to that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns.

- (e) References to “law” include common or customary law, equity and any constitution, decree, judgment, legislation, order, ordinance, regulation, by-law, statute, treaty or other legislative measure (and “lawful” and “unlawful” shall be construed accordingly).

FURTHER TERMS OF SALE

7. Further Terms

- (a) All notices hereunder shall be in writing and shall be deemed given when sent by prepaid post, courier (with signature required), or email to the address or email address set forth below. The addresses for such notices may be changed from time to time by written notice given in the manner provided for herein.
- (b) This Agreement constitutes the entire agreement between the parties and supersedes all proposals and all other communications between the parties relating to the subject matter of this Agreement. This Agreement may be modified, amended or rescinded only in accordance with the terms of this agreement, or by written agreement executed by both parties.
- (d) The invalidity, illegality or unenforceability of any provision contained in this Agreement shall in no way affect the validity, legality, or enforceability of any other provision contained in this Agreement.
- (e) This Agreement shall be governed by and interpreted in accordance with the laws of New Zealand.

Signed by the Vendor: _____

Date: _____

Name: _____

Address: _____

Email Address: _____

Registered number: _____

Witness: _____

Signed by the Purchaser: _____

Date: _____

Name: _____

Address: _____

Email Address: _____

Registered number: _____

Witness: _____