

2019 Madison Community Garden Bee Club Application and Contract

Member(s): (1) _____
(2) _____
(3) _____
(4) _____

Address: _____

City, State, Zip: _____

Best Phone Number(s) to Reach You: _____

E-mail(s): _____

Type: _____ Cooperative Hives Membership (\$30 Annual Fee) _____ Individual Hive (\$30 Annual Fee Additional)

Please contact us with any questions by e-mail at madisonnjcommunitygarden@gmail.com. If you have any requests, or special needs, please let us know. We will try to accommodate you.

The Borough of Madison, the Madison Community Garden Advisory Committee and their agents, employees, officers, volunteers, licensees, invitees, and guests or any landowner whose land is utilized 1) shall not be held liable by the Bee Club Member for failure to perform or fulfill their contractual obligations for any reason within or beyond their control and 2) shall not be liable for any theft, damage to, loss of, or replacement of any belongings, equipment, materials, tools, or plantings. Insurance for such loss, damages or injury shall be the sole responsibility of each Bee Club Member at his or her own expense.

I, the undersigned applicant, have read, understand, initialed, and agree to comply with the Madison Community Garden Bee Club Rules and Responsibilities (reverse/attached). I agree that failure to comply with these rules may result in termination of Bee Club membership. As stated above, I expressly release the Borough of Madison, the Madison Community Garden Advisory Committee and their agents, employees, officers, volunteers, licensees, invitees, and guests and any landowner whose land is utilized, from any and all liability for the Borough and the Garden Advisory Committee's failure to perform or fulfill their contractual obligations or for any theft, damage to, loss of, or replacement of any belongings, equipment, materials, tools, plantings, or goods which may arise from participation in the Bee Club.

Applications without initialed rules will not be accepted.

All applicants must be accepted by the Borough of Madison and/or the Madison Community Garden Advisory Committee. The Borough will maintain a record of all members who are accepted into the Bee Club.

Signature (1) _____ Date _____

Signature (2) _____ Date _____

Signature (3) _____ Date _____

Signature (4) _____ Date _____

Mail this completed application and an initialed copy of the Madison Community Garden Bee Club Rules and Responsibilities with the annual fee(s) (payable to "Borough of Madison," marked "Madison Community Garden Bee Club") to:

Madison Borough Clerk
Attn: Madison Community Garden
Hartley Dodge Memorial Building
50 Kings Road
Madison, New Jersey 07940

For additional members, please attach extra sheets. If no memberships are currently available, the applicant will be notified and placed on a waiting list, and fee payment will be refunded, until a membership becomes available.

Madison Community Garden Bee Club Rules and Responsibilities

These Rules and Responsibilities are intended to help all Madison Community Garden Bee Club Beekeepers (“Beekeepers”) grow healthy hives in a thriving bee yard, to help create a sense of community among Beekeepers, and to help the Madison Community Garden Bee Yard (the “Bee Yard”) be a good neighbor in the Borough of Madison. These Rules and Responsibilities are subject to change at any time as deemed necessary or beneficial by the Madison Community Garden Advisory Committee (the “Committee”).

1. Memberships/Season: The Bee Yard season coincides with the calendar year and Beekeepers will have the right to keep their bees in the Bee Yard in compliance with these Rules and Responsibilities and applicable New Jersey State and Federal laws and regulations. Cooperative memberships allow Beekeepers to share management of hives with other cooperative member Beekeepers. Experienced Beekeepers who wish to keep their own hive(s) at the Bee Yard may apply for individual memberships. This allows these Beekeepers to obtain a spot for their own hive that they provide and tend. Any hives and/or bee yards where bees will be over-wintered must be registered annually with the New Jersey Department of Agriculture pursuant to N.J.A.C. 2:24-3.1, et. seq. All bee colonies in the Bee Yard must be kept in movable frame hives in accordance with N.J.S.A. 4:6-10 and N.J.A.C. 2:76-2A.2(h). Pursuant to N.J.S.A. 4:6-10, it is unlawful for any Beekeepers to keep or maintain honey bees in any hives other than modern, moveable frame hives which permit the thorough examination of every comb in order to detect the presence of bee disease.
2. Applications:
 - A. Renewals: Bee Yard membership renewal applications will be accepted between October 1st and December 31st. Existing Beekeepers who do not submit completed renewal applications with payment for the following season during this period are subject to the loss of their membership.
 - B. New Applicants: Madison residents may submit new applications for membership from January 1st through April 15th. Applications open to all will be accepted starting April 16th for the current season. Memberships will be assigned as available on a first-come, first-serve basis with preference being given to Madison residents at time of application. In the event memberships are not available, applicants will be maintained on a waiting list for memberships.
3. Fees: A fee payment of \$30 for cooperative memberships and \$30 additional per hive for individual memberships, payable to “Borough of Madison,” and marked “Madison Community Garden Bee Club” must be supplied with this Application and Contract. This fee will be refunded in the event that no memberships are available. In no other event will this fee be refunded or reimbursed.
4. No Transfers: Members may not transfer membership rights to others without the written consent of the Committee.
5. Utilization/Maintenance: All Bee Club members will cooperate with the Head Beekeeper and/or the Committee on Bee Yard matters that may arise. All hives will be marked for identification with the owner’s last names. Cooperative hives will be identified with numbers marked on them. Individual hive owners must remove any dead hives if they are deemed diseased and a possible threat to other hives in the Bee Yard. There is no security for any personal belongings at the Madison Community Garden and/or the Bee Yard. All Beekeepers shall make their hives available for inspection by the Head Beekeeper upon request and/or any State or Federal Inspector in accordance with N.J.A.C. 2:24-4.1 and applicable Federal law and regulations.
6. Harvest: When deemed appropriate by the Head Beekeeper, products may be harvested from the cooperative hives and shared among the cooperative members. First year hives usually do not yield any products. Individual hive members will be responsible for harvest from their hives.
7. Children/Pets: Pets or other animals may not be brought into the Bee Yard. All children under the age of eighteen (18) brought into the Bee Yard must be closely supervised by an adult Bee Club member.
8. Waste Removal: All waste materials must be carried out of the Bee Yard by the Beekeeper.
9. Hives: Individual hive owners must comply with Head Beekeeper/Advisory Committee requirements along with applicable New Jersey State and Federal law and regulations to implement an Integrated Pest Management (IPM) system including monitoring, control and treatment of Varroa mites. All individual hives must be removed on abandonment or termination of membership. Any colony of honey bees, or hive and/or any other equipment used in the Bee Yard that is infested with American foulbrood or European foulbrood or other serious, discoverable, contagious, or infectious bee disease is a public nuisance and subject to immediate abatement pursuant to N.J.S.A. 4:6-1, et seq. Any Beekeeper who has or keeps in his or her possession any colony of bees so infested, after notice of the disease has been given shall be liable to pay the State of New Jersey a penalty of \$200.00 pursuant to N.J.S.A. 4:6-12. No Beekeeper having diseased bees or their larvae or infested hives, combs, or other appliances or utensils for keeping bees, shall expose, sell, barter, or give away or permit the removal thereof until after treatment has been administered as prescribed by the State Department of Agriculture, and such bees, larvae, hives, combs, or other appliances or utensils shall not be exposed, sold, bartered, or given away after treatment until they are declared safe and written permission is given by the State pursuant to N.J.S.A. 4:6-13.
10. Tobacco: Tobacco products and smoking are prohibited in the Bee Yard.
11. Compliance with the Law: Members will comply with all applicable New Jersey State and Federal laws and regulations in all activities relating to the Bee Yard.
12. **Failure to Comply/Termination: Failure to comply with these rules may result in termination of membership.**

Beekeeper Initials and Date: (1) _____

Beekeeper Initials and Date: (2) _____

Beekeeper Initials and Date: (3) _____

Beekeeper Initials and Date: (4) _____