

MEMORANDUM OF UNDERSTANDING

Between

Ashe County Beekeepers Association and County of Ashe, North Carolina

Purpose

This Memorandum of Understanding ("MOU") is entered into by and between the Ashe County Beekeepers Association, a nonprofit educational organization ("ACBA"), and the County of Ashe, North Carolina ("County"), for the purpose of establishing and maintaining a communal apiary on County-owned property to support beekeeping education, training, public outreach, and agricultural stewardship.

I. Background

The parties recognize the importance of honey bees and other pollinators to agriculture, environmental sustainability, and public education. The ACBA seeks to establish a communal apiary that will provide opportunities for educational programming, hands-on training, mentoring of new beekeepers, youth engagement, and community outreach. The County desires to support educational and agricultural initiatives that benefit the citizens of Ashe County.

II. Property

The County agrees to permit ACBA to use a designated area of County-owned property located at:

("Property")

The exact location, dimensions, and boundaries of the apiary site shall be mutually agreed upon by the parties and documented as an attachment to this MOU.

III. Permitted Use

ACBA shall use the Property solely for purposes related to:

1. Establishing and maintaining honey bee colonies.
2. Conducting educational programs, demonstrations, workshops, and training events.
3. Mentoring beginning beekeepers.
4. Supporting youth and community outreach activities.
5. Promoting pollinator conservation and agricultural education.
6. Maintaining equipment and infrastructure reasonably necessary for operation of the communal apiary.

No commercial activities shall be conducted on the Property except incidental sales or fundraising activities specifically approved in writing by the County.

IV. Responsibilities of the Ashe County Beekeepers Association

ACBA agrees to:

1. Provide all hives, bees, equipment, and supplies necessary for operation of the apiary.
2. Maintain the apiary in a safe, clean, and orderly condition.
3. Follow all applicable federal, state, and local laws and regulations governing beekeeping activities.
4. Conduct regular inspections and management of colonies.
5. Ensure that all participants are supervised during organized educational activities.
6. Install and maintain fencing, signage, water sources, or other safety measures as mutually agreed upon by the parties.
7. Remove trash, debris, and unused materials from the Property.
8. Promptly notify the County of any significant incidents, damage, or safety concerns.
9. Restore the Property to substantially its original condition upon termination of this MOU, reasonable wear and improvements excepted.

V. Responsibilities of Ashe County

The County agrees to:

1. Permit ACBA to use the designated Property for the purposes described herein.
2. Provide reasonable access to the Property for ACBA members, volunteers, instructors, and participants during approved activities.
3. Notify ACBA of any planned County activities that may affect the apiary site.
4. Coordinate with ACBA regarding any changes to the Property that may impact apiary operations.

Nothing in this MOU shall obligate the County to provide funding, utilities, equipment, labor, or maintenance services unless otherwise agreed in writing.

VI. Insurance and Liability

ACBA shall maintain general liability insurance in an amount deemed acceptable by the County and shall provide proof of coverage upon request.

To the extent permitted by law, ACBA agrees to indemnify and hold harmless Ashe County, its officers, employees, and agents from claims, damages, losses, and expenses arising from ACBA's use of the Property, except to the extent caused by the negligence or misconduct of the County.

The parties acknowledge that beekeeping involves inherent risks, including bee stings and allergic reactions. ACBA shall require participants in educational programs to execute appropriate liability waivers when deemed necessary.

VII. Improvements

Any permanent structures, fencing, signage, shelters, or other improvements shall require prior approval by the County.

Unless otherwise agreed in writing, improvements installed by ACBA shall become the property of the County upon termination of this MOU, except for removable beekeeping equipment, hives, tools, and related personal property belonging to ACBA.

VIII. Public Access and Educational Programming

The parties intend for the communal apiary to serve as a community educational resource.

ACBA shall organize periodic educational programs, demonstrations, and training events that are open to the public, subject to reasonable safety requirements and participant limitations.

IX. Term

This MOU shall become effective on the date of the last signature below and shall remain in effect for an initial term of five (5) years.

The MOU may be renewed by mutual written agreement of the parties.

X. Termination

Either party may terminate this MOU with sixty (60) days written notice to the other party.

The County may terminate this MOU immediately if ACBA substantially violates the terms of this agreement or creates a condition that poses a significant risk to public safety or County property.

Upon termination, ACBA shall remove its personal property and equipment within sixty (60) days unless otherwise agreed by the parties.

XI. Relationship of Parties

Nothing in this MOU shall be construed to create a partnership, joint venture, employment relationship, or agency relationship between the parties.

XII. Amendments

This MOU may be amended only by a written agreement signed by authorized representatives of both parties.

XIII. Notices

All notices required under this MOU shall be delivered in writing to the following representatives:

For Ashe County Beekeepers Association:

Name: _____

Title: _____

Address: _____

For Ashe County:

County Manager

Ashe County Government

150 Government Circle, Suite 2500

Jefferson, NC 28640

XIV. Signatures

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates indicated below.

ASHE COUNTY BEEKEEPERS ASSOCIATION

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF ASHE, NORTH CAROLINA

By: _____

Name: _____

Title: _____

Date: _____