

SCIENTIFIC PLANT SERVICE CONTRACT TERMS AND CONDITIONS

1.) CANCELLATION POLICY: Contracts may be cancelled by notifying SPS in writing within fifteen (15) days of the original executed date, otherwise, customer is responsible for the full face value of the contract. Self renewing contracts may be cancelled at anytime prior to dispatch of pending work (without penalty) after the initial contract. Cancellations after dispatching will result in a sixty dollar (\$60.00) service charge. Customers who fail to cancel services when they move shall be liable for the cost and expense of any services performed on that property as a result of their failure to notify. The customer shall notify SPS of any change in ownership of the property. Customer shall hold SPS harmless and indemnify SPS of any and all damage arising out of customer's failure to give timely notice of such change in ownership.

2.) NON-PAYMENT: Accounts which are past due more than sixty (60) days may have services suspended until payment in-full of all outstanding charges is received. SPS reserves the right not to service delinquent accounts.

3.) TERMS / CHARGES: All invoices are due and payable upon completion of work. Unless terms are previously arranged, all invoices must be paid by a bank charge card upon completion. A valid bank card number must be submitted prior to scheduling of any work. Interest charges of 1 3/4% per month (21% per annum) will be applied to all accounts over thirty (30) days. Any expenses, expert witness fees, attorney's fees and/or commissions incurred in the collection of delinquent accounts shall be the responsibility of the customer. There will be a fee of \$50.00 for checks returned for insufficient funds.

4.) DISCLOSURE: Services and applications shall be done according to law and product labels. Customer has been made aware that certain procedures may be recommended by best available research and regulation but may not be effective, or completely effective, to accomplish the desired objective through no fault of SPS. Customer assumes the risk that these certain procedures may not achieve the desired result.

5.) RENEWAL: Where applicable, treatments shall be set-up automatically on an annual basis. You will be notified each winter via US Mail of the scheduled treatments and their current cost, no response is needed unless you wish to alter or cancel your program. New contracts can be submitted annually by notifying our office that an "automatic" renewal is not desired.

6.) FISH PONDS: It is the customers responsibility to inform our office of fish pond(s) to avoid. We shall call in advance of spraying so that the "client" may cover the pond(s) if needed.

7.) RE-SCHEDULING: Because of prevailing weather conditions we may not be able to complete work in a timely fashion. Should this occur treatments may be scheduled at an alternate time if one exists. Delays or failure to make treatments as a result of weather conditions is an act of nature and SPS shall not be liable. Delays or failure to make treatments or failure of a treatment as a result of customer postponement shall be the responsibility of the customer.

8.) PRE-NOTIFICATION: Clients who wish to be called prior to our application will be telephoned the day before treatment. Because of changing weather conditions, we cannot guarantee the treatment will be made the next day. These "calls" quite often cause a difficulty in scheduling and may affect the timeliness of treatments! "Timing" is of the essence; if after several attempts, we are unsuccessful in contacting you, we may schedule the treatment, inspect your property to determine that conditions are appropriate and complete the treatment.

9.) WEATHER / RAIN: We do not make pesticide applications in the rain. Additives are used to enhance our sprays and to prevent them from washing off once they dry. Typical drying time is 30-60 minutes. Should a substantial rain occur prior to the spray drying, call our office. Your treatment will be re-done at "no charge". Some treatments may require a waiting period before being re-done. Fertilizer treatments are not effected. 9a.) WIND: Shade tree spraying operations are curtailed when winds exceed fifteen (15) miles per hour. Ornamental applications are curtailed when winds exceed twenty (20) miles per hour. Jobs scheduled (and not completed) on windy days will be scheduled for the next appropriate day. 9b.) HEAT: Spraying operations are curtailed when the temperature reaches ninety-two (92) degrees. SPS is not responsible for any conditions resulting from drought.

10.) FORMULATIONS: SPS reserves the right to change formulation and/or timing of any application from what it may have previously specified, however, the new formulation shall provide the same result as contracted for. Formulation contents shall be recorded on all job invoices.

11.) PRICE: Price quotes (not contracted for) shall be good for a maximum of thirty (30) days from date submitted. Prices on annual renewals will be valid until the end of the current calendar year, unless, the work to be performed is altered.

12.) CROPS: The insecticides we use are labeled for use on most vegetables. When possible we avoid spraying gardens. As a rule of thumb, crops should be rinsed off with tap water.

13.) PETS: The law requires that you keep pets off treated areas for 48 hr. The products we use are not typically harmful to pets when applied according to product label.