

Scientific Plant Service Terms and Conditions

- 1) **Cancellation Policy:** Services may be cancelled at any time prior to day of service. A 3% processing fee will be applied to any refund.
- 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 of work. A valid bank card number must be submitted prior to scheduling of any work. Interest charges of 1.75% per month 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 will be done according to law and product labels. 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 acknowledges that there is a risk that procedures may not achieve the desired result.
- 5) **Renewal:** Where applicable, treatments will be set-up to automatically renew. Customer will be notified each winter via email of the renewed services and their current costs. No response is needed unless you wish to alter or cancel any service.
- 6) **Fish Ponds:** It is the customer's responsibility to inform our office of fish pond(s) to avoid. We will notify the customer in advance of treatment so the client may cover the pond(s) if desired.
- 7) **Re-Scheduling:** Due to weather conditions, we may not be able to complete work as originally scheduled. Should this occur, treatments may be scheduled at an alternate time. 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 contacted by phone, text, or email the day before treatment. We cannot guarantee the treatment will be made the next day. These notifications quite often cause difficulty in scheduling and may affect the timeliness of treatments. Timing of applications can be critical to the treatment's success. If 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, Wind, & Heat:** Our treatments are rain fast after the material has dried. Typical drying time is 30 to 60 minutes. Should a substantial rain occur prior to the treatment 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 affected by rain. **9a) Wind:** Tree and shrub spray applications are curtailed during high wind conditions. Services scheduled but not completed will be re-scheduled for the next appropriate day. **9b) Heat:** Spray applications are curtailed during periods of high heat. SPS is not responsible for any conditions resulting from drought.
- 10) **Formulations:** Formulation and rate of application will be recorded on job invoices.
- 11) **Price:** Price quotes will be good for thirty (30) days from date of submission.