

# SERVICE CONTRACT AND AGREEMENT

This form is the sole property of Seasonal Lawncare and it should not be copied, duplicated, or adapted in any manner.

Alterations or any changes cannot be made, except A-6 below.

## SECTION A. TERMS AND CONDITIONS: For your multi-year contract and amendments

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| <p><b>1) How to begin the Seasonal Lawncare Program</b><br/>Please fill out all information below, sign, and return to:<br/><i>Seasonal Lawncare, Inc., 1120 Bullis Rd., Elma, NY 14059</i> or<br/>fax to: (716) 675-1942.</p> <p><b>2) Program, Payment, and Terms</b><br/>Your lawn service will start with our Four Step Standard Treatment Program (unless other programs are specified below). An invoice will be left after each treatment for your prompt remittance (payment due upon receipt of invoice), or pay online at <a href="http://SeasonalLawncare.com">SeasonalLawncare.com</a>.</p> <p><b>3) Late Payment and Fees</b><br/>An invoice will be left at time of service. Our technician is not allowed to accept cash. Please make payment by check, money order, VISA, MasterCard, or Discover. Payment is due upon receipt of invoice. After 30 days a late charge of \$6.00 will be added to your account and statements will be mailed the 15<sup>th</sup> of each month until balance is paid. If balance exceeds 90 days and arrangements have not been made with us, the account will be submitted to collections. You, as the customer shall bear all collection fees, attorneys' fees, court costs or any expenses involved in the collection enforcement of any portion of the contract and agreement. This contract shall be adjudicated in a court with jurisdiction located in Erie County, New York and the parties irrevocably consent to the personal jurisdiction and venue of such court. There will be a \$30.00 service charge on any checks(s) not honored by applicable bank.</p> <p><b>4) 4% Pre-Payment (Volume Discount)</b><br/>We will mail this information to you within three (3) days. If you choose to pre-pay for your years' service, you will receive a 4% Volume Discount. Pre-payment is not required to begin service.</p> | <p><b>5) Guarantee</b><br/>Many variables can affect your landscape; site conditions, weather, environmental stress, mowing, etc. And we obviously can't guarantee what we cannot control, <b>BUT WE CAN – AND DO – GUARANTEE OUR SERVICES</b>, with a minimum of a four (4) treatment program. If you are not satisfied with the results of an application, notify Seasonal Lawncare within 10 days. We will retreat the problem area free of charge. We can, at times make special recommendations to rectify and further problems from recurring. (Full service customers only). <b>Our goal is complete customer satisfaction.</b></p> <p><b>6) Multi-Year Contract Amendment, Annual Renewal Updates</b><br/>This is a multi-year contract; we will continue to maintain your lawn in future years as defined in Exhibit A, B, and C. Each spring you will receive a new Multi-Year Contract Amendment and renewal information. This will include treatment dates (including years), pricing per treatment updates, new labels and special offers. By signing below you agree to receive an annual contract amendment update each spring. If you do not wish to have the benefits of a multi-year contract, cross out this section. We will then continue with our organic based program. See #7 to discontinue.</p> <p><b>7) How to Discontinue Service</b><br/>You may discontinue service at any time by providing us with written notice 48 hours in advance of any scheduled treatments and without penalty. Previous balances will still be due.</p> <p><b>8) Waiver of Liability</b><br/>Due to the possibility of non-visible preexisting insect habitation, Seasonal Lawncare, Inc. will not be held responsible for the damage or death of any trees or shrubs treated or untreated, caused directly or indirectly from the application applied.</p> |
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This contract shall constitute the entire agreement between the parties hereto and supersedes all prior agreements and contracts, oral or written, concerning the subject matter herein and there are no oral understandings or stipulations bearing upon the effect of this Contract which have not been incorporated herein.

## SERVICE AUTHORIZATION – PLEASE SIGN AND RETURN

Please sign and mail or fax this form back

Mr./Mrs./Ms./Miss.: _____	E-mail Address: _____
Name: _____	Home Phone: _____
Street: _____	Cell Phone: _____
City, Zip: _____	
Property Square Footage: _____	Cost Per Treatment: _____ Year: _____

By signing below where specified, I agree to the Terms and Conditions in Section A above and Exhibits A, B, and C of the Multi-Year Contract and Agreement.

\_\_\_\_\_  
**Customer Signature**

\_\_\_\_\_  
**Date**

Please Note: A confirmation of this form will be e-mailed or mailed to you to keep for your records. Your yearly total is the remaining treatments of the current season still available by the cost per treatment. These amounts are pre-tax.

Thank you for choosing Seasonal Lawncare,



Bryan A. Young, President  
Kevin R. Petrinc, Manager

*Seasonal Lawncare*  
1120 Bullis Rd.  
Elma, NY 14059  
(716) 675-4000  
Business registration # 15530  
Certification I.D. C9665204

## Label Information Sheet & Multi-Year Contract

Dear Customer,

The Environmental Protection Agency (EPA) requires all lawn care companies to notify their customers with a copy of products and labels used on the customer's lawns. These labels are directed mainly to the applicator who mixes and dilutes these highly concentrated products, not the homeowner. These products are highly diluted, up to 700 times, before being used on your lawn. As always, keep out of areas until products have dried (approximately ½ an hour to 1 hour). The following is a list of potential pesticides to be applied, including brand names and generic names of active ingredients. Also included are any warnings that appear on the label and that are pertinent to the protection of humans, animals, or the environment.

If you ever have any questions, please feel free to call our office anytime.

### Exhibit A-(Lawncare)

**1.** Dow AgroSciences Dimension Ultra 40WP Contains: dithiopyr, 3,5-pyridinedicarbothiodic acid, 2-(difluoromethyl)-4-(2-methylpropyl)-6-(trifluoromethyl)-S,S-dimethyl ester EPA Reg. # 62719-445 Caution: Avoid contact with skin, eyes or clothing and breathing dust. **2.** Lesco 6.3% Sevin Brand Granular Insecticide Contains: Carbaryl EPA Reg #10404-61 Caution: Harmful if swallowed, inhaled, or absorbed through skin **3.** Lesco Merit<sup>®</sup> 0.2 Plus Fertilizer Contains: 1-(6-chloro-3-pyridinyl)methyl)-N-nitro-2-imidazolidinimine EPA Reg. # 432-1349-10404 Caution: May be harmful if swallowed or absorbed through skin. Causes eye irritation. Avoid contact with skin, eyes or clothing. This product is highly toxic to aquatic invertebrates. Do not apply directly to water. **4.** Lesco Dimension 0.10% Plus Fertilizer Contains: dithiopyr, 3,5-pyridinedicarbothiodic acid, 2-(difluoromethyl)-4-(2-methylpropyl)-6-(trifluoromethyl)-S,S-dimethyl ester EPA Reg. # 10404-85 Caution: Avoid contact with skin, eyes or clothing and breathing dust. Wash thoroughly with soap after handling. **5.** Bayer Acclaim Extra Herbicide Contains: fenoxaprop-p-ethyl(+)-ethyl 2-[4-[(6-chloro-2-benzoxazolyl) oxy] phenoxy ]propanoate EPA Reg. # 432-950 Caution: Harmful if swallowed. Causes moderate eye irritation. Avoid contact with eyes or clothing. This pesticide is toxic to fish and aquatic invertebrates. Do not apply when weather conditions favor runoff or drift. **6.** Lesco White Grub & Sod Webworm Insecticide (Dylox) Contains: Dimethy(2, 2,2-trichloro-1-hydroxy-ethyl)phosphonate EPA Reg. # 3125-406-10404 Caution: May be harmful if swallowed. Do not take internally. Do not Breathe dust. Avoid contact with eyes, skin or clothing. Keep children and pets off treated areas until dry. Do not use treated area of clippings for treated area for feed or forage. Product is toxic to fish, birds and wildlife. Do not apply directly to any body of water. This pesticide is toxic to fish. Do not apply directly to water, or to areas where surface water is present or intertidal areas below the mean high water mark. **7.** Lesco Roundup Prosecutor Contains: Glyphosate, N-(phosphonomethyl) glycine in the form of its isopropylamine salt EPA Reg. # 524-536-10404 Caution: May cause pain, redness, and tearing. Avoid contact with eyes or clothing. Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet. **8.** Andersons Duocide Insect Control Contains: Bifenthrin EPA Reg. # 9198-235 Caution: May be harmful if swallowed. Avoid breathing dust. Avoid contact with eyes, skin or clothing. **9.** Helena Chemical Company Battleship III Herbicide Contains: MCPA, Fluroxypyr and Triclopyr EPA Reg. #228-453-5905 Danger Corrosive, causes irreversible eye damage. Do not get eyes or on clothing. Avoid inhalation of spray mists. Harmful or fatal if swallowed. Drift or run off may adversely affect non-target plants. **10.** Lesco Eliminate LO Herbicide Contains 2,4-D, Mecoprop-p and Dicamba EPA Reg.# 228-409-10404 Danger: Corrosive, causes irreversible eye damage. Harmful or fatal if swallowed. Harmful if inhaled. Avoid breathing spray or mist. Do not get in eyes, or on clothing. **11.** FMC Talstar Professional Bifenthrin EPA Reg. #279-3206 Caution: Harmful if swallowed, inhaled or absorbed through the skin. Avoid contact with skin, eyes or clothing. Avoid breathing spray mist. This product is extremely toxic to fish. Do not apply directly to water or areas where surface water is present or to intertidal areas below the mean high water mark.

### Exhibit B – (Tree/Shrub)

**1T.** Lesco Horticultural Oil Insecticide (Dormant Oil) Contains: Refined Petroleum Distillate EPA Reg. # 10404-66 Caution: Avoid contact with eyes, skin, or clothing. Harmful if swallowed. Avoid breathing of spray mist or vapors. Wash hands after using. Product is toxic to fish. Do not apply directly to water, or areas where surface water is present or to intertidal areas below the mean high water mark. **2T.** FMC Talstar Professional Bifenthrin EPA Reg. #279-3206 Caution: Harmful if swallowed, inhaled or absorbed through the skin. Avoid contact with skin, eyes or clothing. Avoid breathing spray mist. This product is extremely toxic to fish. Do not apply directly to water or areas where surface water is present or to intertidal areas below the mean high water mark. **3T.** Lesco CrossCheck Plus Multi-Insecticide Contains: Bifenthrin EPA Reg.#51036-392-10404 Caution: Harmful if swallowed, inhaled or absorbed through skin. Causes moderate eye irritation. Avoid breathing vapors. Avoid contact with eyes, skin, or clothing. Highly toxic to fish and aquatic invertebrates. Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Drift and run-off from treated areas may be hazardous to aquatic organisms in neighboring areas. **4T.** Dow AgroSciences Eagle 20EW Contains: Petroleum Distillates EPA Reg. #62719-463 Caution: Causes moderate eye irritation. Harmful if swallowed or absorbed through the skin. Avoid contact with skin, eyes or clothing. **5T.** Bayer Compass Fungicide Contains: Trifloxystrobin EPA Reg #3125-560 Caution: Causes moderate eye irritation, harmful if absorbed through the skin, avoid contact with eyes, skin, or clothing. This product is extremely toxic to fish. Do not apply directly to water or areas where surface water is present or to intertidal areas below the mean high water mark. **6T.** Dow AgroSciences Conserve SC Turf and Ornamental Contains: Spinosad EPA Reg #62719-291 Caution: This product is toxic to bees exposed to treatment for 3 hours after treatment. Toxic to aquatic invertebrates. Do not apply directly to water or areas where surface water is present or to intertidal areas below the mean high water mark.

## Exhibit A / B Multi-Year Contract and Amendments

### B. Notification of Pesticide Treatment and Dates (For Years 2013 – 2017)

**1. Approximate and Alternative Dates:** Below is a schedule for potential approximate dates and their alternative dates. Seasonal Lawncare's Warranty and Service Pledge backs each and every one of these visits.

**2. Specific Dates:** In accordance to Article 33 Section 325.40A of the Environmental Conservation Law, the property owner or owner's agent may request the specific date or dates of the application to be provided and, if so the pesticide applicator or business must inform them of the specific dates and include that date or dates in the contract (See Schedule Below) Our Warranty and Service Pledge does not back Specific date Contracts. If you should approve a Specific Date Contract, indicate that next to your signature on the original service contract. This will have an adverse effect when timely treatment such as grub control and Japanese beetle controls are needed.

**3. Potential Pesticides to be Used:** You will need to refer to the schedule below and the potential Pesticide Product information in Exhibit A/B. Please retain Exhibit A/B for future reference of products applied.

### NOTIFICATION OF APPLICATION DATES

Application Visit Approximate Dates	Application Visit Approximate Dates	Pesticide Products
1 <sup>st</sup> Lawn: 3/15 - 4/23	4/14 - 5/4	1, 2, 4, 6, 8, 10
2 <sup>nd</sup> Lawn: 5/5 - 6/18	5/28 - 6/18	1, 2, 7, 8, 9, 10, 11
3 <sup>rd</sup> Lawn: 6/7 - 6/27	6/28 - 7/19	2, 3, 7, 8, 9, 10, 11
4 <sup>th</sup> Lawn: 7/1 - 7/21	7/22 - 8/12	2, 3, 7, 8, 9, 10, 11
5 <sup>th</sup> Lawn: 8/13 - 9/15	9/6 - 9/25	2, 3, 6, 7, 9, 10, 11
6 <sup>th</sup> Lawn: 9/26 - 10/21	10/22 - 11/21	3, 10, 11
Grub/Crane Fly 5/7-5/27	8/15 - 9/20	2, 6, 8
VEG Control 5/1 - 7/1	7/1 - 8/21	7

Application Visit Approximate Dates	Application Visit Approximate Dates	Pesticide Products
1 <sup>st</sup> Tree/Shrub: 3/15 - 4/15	4/16 - 5/1	1T
2 <sup>nd</sup> Tree/Shrub: 5/2 - 5/21	5/22 - 6/1	1T
3 <sup>rd</sup> Tree/Shrub: 6/2 - 6/21	6/22 - 7/12	2T, 3T, 4T, 5T, 6T
4 <sup>th</sup> Tree/Shrub: 7/13 - 8/14	8/15 - 9/12	2T, 3T, 4T, 5T, 6T
5 <sup>th</sup> Tree/Shrub: 9/10 - 9/30	10/1 - 10/21	1T
6 <sup>th</sup> Tree/Shrub: 10/10 - 11/1	11/2 - 11/22	
Merit Grub: 6/7 - 6/30	7/1 - 7/21	3
Insect Protection 5/1 - 7/1	7/1 - 9/15	2T, 3T

### C Amendments

#### 1. Approximate Date/Alternative Dates Amendment

Unforeseen climatic and agronomic changes, injurious, and weed infestations can become problems before or after the above approximate and alternative dates. Should the contracts approximate dates become infeasible, or be more appropriate or necessary to dates other than those stated in contract. I agree that Seasonal Lawncare may make application(s) of up to 14 days prior to initial stated alternative date. However, I can require to be notified prior to any treatment, and in the future confine applications to notification dates stated in Section B.

#### 2. Multi-Year Contract Amendment, Annual Renewal Updates

This is a multi-year contract; we will continue to maintain your lawn in future years as defined in Section A of this contract and repeated in Exhibit A/B. Each winter you will receive a listing of your scheduled services, which include pricing per treatment, total yearly cost with and option to pre-pay the services for the upcoming season. If you do not wish to have the benefits of a multi-year contract please indicate that on the original service contract.

#### 3. How to Discontinue Service Amendment

You may discontinue this contract at anytime by providing us with written notice fourteen days prior to any scheduled treatments. Previous balances will still be due. All guarantees are void when service is stopped.

**B.S REG. NO. 15530 CERTIFIED APPLICATOR I.D. # C9-665204**

### Visit us Online!

Visit our website today at [seasonallawncare.com](http://seasonallawncare.com) to view your **Account History**, see the **Tip of The Day** for the homeowner, find out about **Special Offers**, **Pay on line** and learn about or add **Programs or Services** such as:

Tree and Shrub Care

Pest Control

Core Aeration

Lawn Care

Vegetation Control

Hydroseeding

### REFER A FRIEND!!

And receive **\$25** credit on your next service when they sign up.

## Call Now! 675-4000

## seasonallawncare.com