

# 2009 1-YEAR SERVICE AGREEMENT

## JANUARY 1, 2009 - DECEMBER 31, 2009

 Bayer Environmental Science



This Agreement is entered into between Bayer Environmental Science (BES), a business group of Bayer CropScience LP, represented by a BES Agent, and the respective company listed on the reverse side of this Agreement, represented by the Turf Manager.

### Purpose

The purpose of this Agreement is for the Turf Manager, or Authorized Representative, to contract for mole cricket, fire ant and other pest control by the application of Chipco® Choice insecticide from BES, to those turf areas that are specifically identified in the Treatment Area description on the reverse side of this page (paragraph 15). The BES Agent presenting this Agreement to the Turf Manager, or Authorized Representative, is authorized to execute the Agreement on behalf of BES but only within the following terms and conditions.

### Terms and Conditions

1. The BES Agent will be responsible to arrange the application of Chipco Choice insecticide to all areas designated by the Turf Manager on the Service Agreement form. It is agreed by the Turf Manager that this area is identified in size by acres on the reverse side of this contract.
2. BES may designate another Agent to perform this Agreement should the original Agent executing this Agreement on behalf of BES no longer be an Authorized Agent.
3. The Chipco Choice applications will be made on the proposed treatment date listed on the reverse side of this page.
4. Chipco Choice applications will be made according to the label by a certified BES applicator. Twenty-five pounds per acre will be slit-applied.
5. Any inquiries or complaints relating to the application of Chipco Choice will be made to the BES Agent.
6. The BES Agent will provide a Chipco Choice MSDS and a label to the Turf Manager at the time of application.
7. The Turf Manager will be responsible for compliance with the post-application label requirements (i.e., re-entry into treated area).
8. **The price for the 1-Year Service Agreement will be \$365.00 per acre per year plus applicable taxes. From the date of treatment, the Turf Manager will be invoiced for the total amount due, including all applicable state and local taxes. Payment of the total amount due to BES will be made in three monthly installments. BES will issue three invoices with respective net terms of 30, 60, and 90 days. Delinquent payment will incur charges calculated at 18% APR. BES reserves the right to request payment in advance due to past credit history. Any payment questions or to request early payment discounts, please contact the Credit Department at (919) 549-2174.**
9. The BES Agent may release end-user customer credit information to the BES Credit Department for confidential credit use.
10. The BES Certified Applicator will be responsible for a general clean-up of the application after treatment is complete. The Turf Manager agrees to accept the responsibility for disposal of the empty bags of Chipco Choice in accordance with label directions.
11. Under the terms and conditions of this Agreement only, BES warrants that one slit application of Chipco Choice (at 25 pounds per acre) by a certified BES applicator with BES approved equipment will provide control of mole crickets and fire ants through December 31, 2009 (adult mole crickets during mating flights may temporarily infest turfgrass and are excluded from warranty)\*. If BES determines Chipco Choice fails to provide adequate control, BES at its discretion and expense, will provide one or all of the following exclusive remedies:

#### WARRANTY

- A. BES will provide a currently registered mole cricket control product to the Turf Manager for application to any hot spots that might appear in the treated area.
  - B. BES will provide retreatment to any large-scale area.
  - C. BES may choose in certain instances to refund the Turf Manager a percentage of the application fee. The amount of the refund will be calculated as follows: Acres deemed unacceptable X \$365.00. With the exception of this warranty, BES neither makes nor intends, nor does it authorize any Agent or representative to make any other warranties, expressed or implied, and it expressly excludes and disclaims all **implied warranties or merchantability or fitness for a particular purpose**. **\*IMPORTANT NOTE:** BES only warrants application of Chipco Choice by certified BES applicators with application equipment that has been approved and stickered by a BES Sales Representative, and only for acreage specifically identified in the Treatment Area described on the reverse side of this page (paragraph 15).
12. The warranty described in 11 above will be voided if any invoice becomes past due. For past due accounts, BES can recover any collection and attorney fees in addition to late charges.

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13. The Turf Manager, or Authorized Representative, represents that he/she has read and understands this Agreement and agrees to be bound by its terms and conditions. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous communication, negotiations, proposals and agreements, oral or written between the parties.

14. Chipco® Choice Agent (Company Name) \_\_\_\_\_

Agent Representative \_\_\_\_\_ Phone Number \_\_\_\_\_

**Address (for application and delivery)**

Customer \_\_\_\_\_ Turf Manager \_\_\_\_\_

Address \_\_\_\_\_ County \_\_\_\_\_

City, State, ZIP \_\_\_\_\_ Office Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

**Billing Address (if different from physical address)**

Customer \_\_\_\_\_

Accounts Payable Contact \_\_\_\_\_

Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_ Phone Number \_\_\_\_\_

15. Treatment Area is described below or in a map/scorecard appended to, and part of, this agreement.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed Treatment Date \_\_\_\_\_ Proposed Acreage \_\_\_\_\_

Total Acres \_\_\_\_\_ x \$365.00/acre = \_\_\_\_\_

Is your golf course tax-exempt?†  Yes  No Estimated Sales Tax \_\_\_\_\_

†Tax will be included on the respective invoice unless a tax-exempt certificate is returned with a service agreement.

Proposed Applicator (Company Name) \_\_\_\_\_

Phone Number \_\_\_\_\_

I have read and understand all paragraphs of this Service Agreement. My signature here indicates that I will permit the release of Credit Information to the BES Credit Department as described in paragraph 9, or agree to pay C.O.D.

\_\_\_\_\_  
Sales Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Turf Manager or Authorized Representative Signature

\_\_\_\_\_  
Date

Mail or fax to:

Chipco Choice Customer Service

Bayer Environmental Science

2 T.W. Alexander Drive, Research Triangle Park, NC 27709

Tel (800) 331-2867

Fax (877) 229-3769