

This is provided by 'Rich Green Lawns' for your information as required by the D.E.P. State of N.J. Section 7: 30-9.13. This is a list of all pesticides that **could be used** during the course of our programs.

Name	Active Ingredient (s)	Control Use	Precautions Code
<i>Lawn Care Programs, Non-Turf Bed Weed Control Program, and Tree &amp; Shrub Care Programs &amp; Services</i>			
Banner Max	Propiconazole	Turf Disease	1
Celero	Imazosulfuron	Sedges/Kyllinga	1
Dimension	dithiopyr	Pre-emergence Crabgrass	2
Dylox	dimethyl phoshonate	Grubs (insect)	3
Dismiss	Sulfentrazone	Nutsedge/Kyllinga	1
Merit	imidacloprid	Grubs and Insects	2,1
Talstar	Bifenthrin	Insects	1,2
Q4 Plus	Quinclorac, Sulfentrazone, 2,4 -D	Grassy & Broadleaf Weeds	1
Cool Power	Isooctyl	Weeds	1
Tenacity	Mesotrione	Weeds	1
Suspend Polyzone	Deltamethrin	Insects	1
Momentum	Fluroxpyr-meptyl	Weeds	1
Spotrete	Thiram	Animal Repellent	1
Horticultural Oil	Refined Petroleum Distillate	Insects	1
Permethrin Pro	Permethrin	Insects	1
Forbid	Spiromesifen	Insects/Mites	1
Abamection	Abamection	Mites	1
Floramite	Bifenazate, Hydrazine, Carboxylic	Mites	1
Tee Off	Thriophante, Mthyl	Disease	1
Mancozeb	Zinc-ion-manganese-ethylene	Disease	1
Agri-Fos	Phosphorous Acid	Disease	1
Dacanil	Chlorathalonil	Disease	1
Prosecutor	Glyphosate n-glycine	Grass & Weeds	1
SureGuard	Fumioxazin	Grass & Weeds	1
Snapshot	Trifluralin	Broadleaf Weeds / Annual Grasses	2
Diquat	Diquat dibromide	Weeds	1
X-Out	Glufosinate ammonium	Grass & Weeds	1

#### Precautions Code

1. Do Not Enter treated area until done and sprays have dried
2. Do Not Enter treated area until done and dust has settled
3. Do Not Enter treated area until done and application is watered in

**STATEMENT:** "Sanitation, as well as physical and biological control measures should be considered as a part of a good pest control program. Pesticides may be used as another part of a good control program. Pesticides are substances used to control living organisms and vary in degree of toxicity."

Pesticide Control Program (609) 984-6507

National Pesticide Information Center: 1-800-858-7378

New Jersey Poison Control Center for Emergencies: 1-800-222-1222

**Dates of applications and copies of pesticide labels available upon request.**

## TERMS and CONDITIONS

**CUSTOMER ACKNOWLEDGEMENT:** This agreement allows *Rich Green Lawns LLC* to do work on stated property. Environmental laws as well as sound environmental practices may require programs to vary. Some turf care products on today's market have a limited longevity. Rich Green Lawns may apply our weed controls, fungicides, and insect controls on an as needed basis, as well as, in between services. Rich Green Lawns may adjust products as needed for the purpose of tailoring our services to the customer's lawn needs. Some products have a label requiring watering after application. It's agreed that the instructions left by us will be followed. It takes a whole year to get weeds, insects and disease problems under control. While it takes 2-3 years to build/rebuild a lawn, the service will make significant progress during the first year.

It is agreed that Flags/Posting Signs will be removed by the customer 72 hours after application.

All seeding is at an additional charge unless otherwise noted. Reseeding may be needed yearly depending on water, soil, tree root competition, and microenvironment. Spring seeding will most likely fail, and results are not guaranteed by Rich Green Lawns.

Crabgrass will be a problem when starting a program after April 15th. Two applications of crabgrass pre-emergent is necessary for season long control.

**ENVIRONMENTAL FACTOR / IMPROPER MAINTENANCE:** The customer agrees that Rich Green Lawns is not responsible for weather conditions such as but not limited to drought, unusual heat or humidity, high winds, excessive rain fall, hard to control insects, weeds/sedges/grasses, & diseases. Additionally, Rich Green Lawns is not responsible for unsatisfactory results created by failure to water adequately by a customer and/or improper maintenance. Lastly, Rich Green Lawns is not responsible for any unsatisfactory conditions caused by materials, equipment or services used previously, currently or after the termination of this agreement by the customer and/or not supplied by Rich Green Lawns.

**COST OF SERVICES/BILLING:** The customer is required to have automated payment on file for all services (and any applicable fuel surcharges). The two automated billing options are AutoPay and Installment/Membership Billing (monthly payments). The cost of individual services in the customer's plan may vary from year-to-year. The company holds the right to increase the price up to 5% on services on an annual basis. Any increase over that will require written/electronic notice to client. Please also note that current year discounts may not apply in subsequent years. The company also holds the right to add surcharges and additional fees to offset unexpected increases in fuel and products.

- **AUTOPAY:** Customer agrees to pay for all services provided and authorizes Rich Green Lawns to initiate electronic payment transactions from the credit card account that Customer has provided to Rich Green Lawns. Customer's consent applies to all invoices issued by Rich Green Lawns for all services provided at any time, including invoices for services that automatically renew each year. All payments will be automatically withdrawn from the customers specified credit card account within two business days that Rich Green Lawns issues an invoice for services. Customer understands and agrees that Rich Green Lawns shall automatically charge Customer's credit card account, as applicable, for the total amount due on Customer's account. The charge or debit shall be initiated by Rich Green Lawns as required without further notice to Customer. Rich Green Lawns shall bear no liability or responsibility for any losses of any kind that the customer may incur as a result of a payment made on items incorrectly billed or for any delay in the actual date on which the customer's account is debited or their credit card is charged.
- **Installment/Membership Billing** By taking advantage of the automated monthly payment options the customer gives Rich Green Lawns the right to charge the customer's credit

card/ACH on a monthly basis. The monthly charge will be the total amount due for service to render divided by the number of months left in that calendar year. The amount will be applied to the customer's account to cover services that are scheduled on their account. If the customer ever stops service with Rich Green Lawns the monthly billing will be reconciled and if there is a balance due it will be charged at the time of cancellation. If there is a balance owed it will be refunded by check within 14-21 days after the cancellation date. Automated monthly billing automatically renews annually. The charge or debit shall be initiated by Rich Green Lawns as required without further notice to Customer.

**REFUND POLICY:** Under no circumstances does Rich Green Lawns issue refunds or credits.

**LATE FEES | NON-PAYMENT | DEFAULT:** Work is scheduled as payment is received unless otherwise agreed to, in which case payment is expected upon receipt. Failure to pay for service within 30 days will stop future service and void any responsibility of Rich Green Lawns of past and future services. A **\$10.00 service charge** will be added to any open balance over **30 days old**. Thereafter an additional \$10.00 service is added every 30 days the balance is open. If payment is not made, the customer agrees to be responsible for and reimburse Rich Green Lawns for all costs of collection, including any court fees and attorney's fees incurred for the collection of their account.

**CONTINUOUS SERVICE:** Rich Green Lawns is a continuous service company. ***Customers & Automated Billing will be automatically renewed annually.*** To optimize the effectiveness of the customer's plan, the plan continues from year to year without any action on the customers' part. This includes any services purchased initially or added at a later time. At the end of each calendar year, Rich Green Lawns will remind the customer that their plan will resume in the coming year. Remember, the customer's plan will continue unless they contact us at 732-370-5963 to cancel. Either the customer or Rich Green Lawns may cancel service of the plan at any time, subject to the customers obligation to pay for all services previously provided.

**ACCESS TO PROPERTY.** The customer hereby authorizes Rich Green Lawns to access their property on days and times of Rich Green Lawns' choosing to provide the services that the customer has requested. Rich Green Lawns may further move personal property on the grounds as may be reasonably needed to perform its services. The person entering this agreement has authorization to allow Rich Green Lawns to perform services on this property.

*This agreement is valid until a written cancellation notice is received at our office.*

**NOTICE TO CONSUMER**

The customer may cancel this agreement at any time before midnight of the third business day after receiving a copy of this contract. If the customer wishes to cancel this contract, they must either:  
Send a signed and dated written noticed of cancellation by registered or certified mail, return receipt requested to: Rich Green Lawns LLC | P.O. Box 364 | Howell, NJ 07731 | 732-370-5963

*I have read the front and back of this agreement and understand and agree to its terms.*

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*Signature*

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*Date*