



Prepared By Tim Wagner
 Address Buffalo, NY

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 Phone (716) 662-1200

Buffalo Pesticide Information

NYDEC Pesticide Business Registration #08947

NYDEC Pesticide Applicator Certification Identification #'s
C8600571, C9823813, C9600560

Bill To
 PENDLETON TOWN HALL
 6570 CAMPBELL BLVD
 LOCKPORT, NY 14094
 USA

Main Property to be Serviced
 PENDLETON TOWN HALL
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 6570 CAMPBELL BLVD
 LOCKPORT, NY 14094
 USA

Schedule of Services

Service Location	Line Item Description	Round Description	Round #	Pesticide Application	Total Price
PENDLETON TOWN HALL	TruGreen Lawn Service	Fertilization with weed control and insect control as needed (04/01/20 - 04/21/20) (04/22/20 - 05/12/20)	1	✓	\$198.41
PENDLETON TOWN HALL	TruGreen Lawn Service	Fertilization with weed control and insect control as needed (04/27/20 - 05/17/20) (05/18/20 - 06/07/20)	2	✓	\$198.41
PENDLETON TOWN HALL	TruGreen Lawn Service	Fertilization with weed control and insect control as needed (08/10/20 - 08/30/20) (08/31/20 - 09/20/20)	5	✓	\$198.41
PENDLETON TOWN HALL	Grub Preventative	Preventative treatment for sub-surface grub activity (06/01/20 - 06/21/20) (06/22/20 - 07/12/20)	2	✓	\$198.41

# of Pesticide Applications	4	Subtotal	\$793.64
Cost of Pesticide Applications	\$793.64	Total Sales Tax Amount	\$0.00
		Grand Total	\$793.64

TRUGREEN QUALITY GUARANTEE

TruGreen is committed to providing the highest quality service. If you are not satisfied with the results of our application and notify us within 15 days after the treatment, we will analyze the issue, make specific recommendations to remedy the problem and retreat the problem area free of charge if necessary. In accordance with New York law, a contract amendment authorizing TruGreen to reapply pesticides is required. You agree to execute such amendment in the form required by law, or this guarantee is void.

STANDARD TERMS AND CONDITIONS

1. TruGreen agrees to furnish labor and materials and is authorized by you to treat the property at the address shown on the front of this agreement. If you are not the owner of the property to which this agreement applies, you represent and warrant that you have the legal authority to grant TruGreen the right to treat the property, and to execute and bind the owner of the property to this agreement.
2. For products used by TruGreen which include label directions requiring the watering of the material after application, TruGreen will provide you with watering instructions following the application and you agree to assume the watering responsibility.
3. Payment is due within 30 days of the invoice date. If you fail to make payment when due, TruGreen reserves the right to terminate this agreement. A late service fee equal to the lesser of 1.5% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to

bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees, other professional fees and court costs.

4. You agree to notify TruGreen in writing in the event that you sell the property which is the subject of this agreement. This agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.

5. TruGreen is responsible direct damages caused by its negligence, but shall not be responsible for any indirect, incidental, consequential, punitive, or special damages arising or resulting from the performance or nonperformance of any obligations under the agreement including, but not limited to, loss of profits or income, regardless of the basis for the claim.

6. This program consists of lawn care and/or tree and shrub care as indicated on the front of this agreement. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist.

7. This customer service agreement is only valid if accepted by you within 30 days of the date submitted to customer.

8. Notwithstanding anything to the contrary herein, either party reserves the right to terminate this agreement for cause, convenience or any reason whatsoever by providing thirty (30) days written notice.

9. Price increases. Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year. TruGreen shall provide a contract amendment thirty (30) days prior to any such price increase. If you object to the price increase, you and TruGreen will enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this agreement upon thirty (30) days written notice.

10. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen in writing. To the extent retreatment is required, you agree to execute all necessary documents in accordance with New York law to enable TruGreen to apply additional pesticides. If written notice is not received by TruGreen within fifteen (15) days of the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this agreement are waived.

11. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.

12. Check processing policy ACH: when you provide a check as payment, you authorize TruGreen either to use information from your check to make a onetime electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.

13. Except as expressly set forth in this agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.

14. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, act of God or any cause beyond such part's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this agreement upon notice to the party unable to perform its obligations.

15. You shall not have the right to assign this agreement or agree to the transfer of this agreement by operation of law or otherwise without the prior written consent of TruGreen. This agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.

16. Unless expressly noted otherwise herein, this agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this agreement, this agreement shall control. No terms, conditions or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and in no way be affected, impaired or invalidated.

17. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. Your TruGreen specialist will keep you informed on any modifications to this schedule. The success of this program depends on proper watering, mowing and cultural practices. If you need assistance, please consult your TruGreen specialist.

18. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Consult your TruGreen specialist with details.

19. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.

20. Climate conditions, type of disease and plant material affected will impact response. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist with details.

21. To the extent this agreement includes treatment to your trees and shrubs, this agreement expressly excludes service to trees that are over 25 feet in height, and fruit trees. Consult your TruGreen specialist for details.

22. Mandatory arbitration. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA commercial or consumer, as applicable, rules in effect at the time the claim is filed ("AAA rules"). Copies of the AAA rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in federal district court for the district or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this agreement including any claim that all or any part of the

agreement is

void or voidable. However, the preceding sentence shall not apply to the clause entitled "class action waiver."

23. Class action waiver. Any claim must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("class action"). The parties expressly waive any ability to maintain any class action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any class action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this class action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that they would have had a right to litigate through a court, to have a judge or jury decide their case and to be party to a class or representative action, however, they understand and choose to have any claims decided individually, through arbitration.

Note: the property owner or owner's agent may request the specific date or dates of application (s) to be provided and, if so requested, the pesticide applicator or business must inform of the specific dates and include that date on the contract. Pesticide applications will be provided only of owners or owner's agent provides written authorization. Any additional notices to tenants or others are the responsibility of the owner of owner's agent(s). I have read this agreement and fully understand and agree with its terms. I acknowledge receipt of the required product information list.

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CUSTOMER/AGENT AUTHORIZED SIGNATURE

By: **Title:** **Date:**

Signatures

PESTICIDE BUSINESS OR PESTICIDE APPLICATOR SIGNATURE

GENERAL MANAGER SIGNATURE

Robert A. Chu

Ken Terhaar

Date 11/12/2019

Date 11/12/2019

Signature:

Email: