

AGROPRO, LLC
Lawn Care and Plant Health Care Services
Terms and Conditions of Service
Effective January 2011

By accepting services with Agropro, the customer ("Customer") agrees to the following terms and conditions of service.

Service

1. Agropro's services will continue until cancelled by the Customer or terminated by Agropro. No renewal process will be necessary for services to continue from year to year. The terms and conditions of service provided herein will continue in force until Agropro's services are cancelled or terminated and all account balances are paid in full. The Customer will pay for any treatments and/or services performed prior to cancellation or termination.
2. Agropro strives to provide the highest quality lawn care and plant care services available, and to make every customer satisfied. If the Customer is unsatisfied with a treatment or service for any reason, Agropro will return to the Customers property free of charge for up to thirty (30) days after such treatment or service is performed, provided that there is no past due balance on the Customer's account, and provided that a retreatment will not, in the opinion of Agropro, cause damage to the Customer's lawn or plants. While Agropro will make all reasonable efforts to convey to the Customer what to expect and how to maintain the lawn and/or plant areas for optimal results, the Customer acknowledges that there are several relevant factors over which Agropro has no control (for example, temperature, drought, foot traffic, watering, mowing, and shade). Agropro does not warranty the replacement of turfgrass or plant material.
3. Agropro's lawn care program includes seven (7) treatments per year, which are scheduled January through December. These treatments include pre-emergent for annual weeds and grasses, fertilization, broadleaf weed control, grassy weed control, one (1) dolomitic limestone treatment (up to 20 lbs per 1000 square feet), and soil tests. Agropro's lawn care program does not include insect control, disease control, core aeration, seeding, or additional lime treatments. These services are available at an additional charge. Agropro will make recommendations for additional services if needed and the services will be completed with the Customers approval. Soil tests are done at Agropro's discretion. Soil tests are used internally by Agropro specialists to determine the nutrient requirements of the Customers lawn. Complete soil tests reports and recommendations can be made available to the Customer upon request for \$25.00.
4. Agropro's plant care program includes six (6) treatments per year, which are scheduled January through December. These treatments include foliar insect control, foliar disease control, and granular fertilization. Agropro's plant care program does not include deep root or soil drench treatments of fertilizer or insecticide, post emergent planting bed weed control, or pre-emergent planting bed weed control. These treatments are available at an additional charge. Agropro will make recommendations

for additional services if needed and the services will be completed with the Customers approval.

5. Agropro will inspect the Customers lawn/plants for issues during treatment. It is the Customers responsibility to notify Agropro of any potential issues on the Customers lawn / plants between services. Agropro will gladly return to your property to diagnose any problems free of charge and take proper action or recommend additional treatments if needed.
6. Agropro's treatments are scheduled according to a seasonal timeline. Weather conditions play a large role in the specific schedule of treatments, and Agropro reserves the right to schedule each treatment or service as necessary to provide optimal results. Unless otherwise instructed by the Customer, it will be assumed that Agropro will have access to any and all areas that are to be treated, without prior notice to the Customer of the treatment date. However, at the Customer's request, Agropro can provide one business days advance notice of a treatment or service.
7. Every effort is made to accurately measure yards and plant areas at the time that a price estimate is provided to the Customer. Agropro may re-measure and adjust pricing if it is determined that the treatable area is significantly different than what our records indicate. Agropro will notify the Customer in advance of any change in service pricing due to a change in documented lawn size.
8. It is the responsibility of the Customer to ensure that all utilities, sprinkler heads, or other items in the treatment/service area that are prone to damage or destruction are located and clearly marked before any invasive services (such as aeration) are provided by Agropro. Agropro will give the Customer forty eight (48) hours notice before such services are performed. Agropro is not responsible for damage to any items in the treatment or service area that are not clearly marked.
9. In the event that Agropro cannot complete a treatment/service due to weather conditions, lawn debris, pets, etc., Agropro will contact the Customer and reschedule the treatment/service. If Agropro is able to partially complete a treatment, an invoice will be left with the Customer and the Customer will be notified that Agropro did not fully complete the treatment. It is the Customers responsibility to contact Agropro and make arrangements to treatment. Agropro will not return to the Customers property until the Customer contacts Agropro.

Payment

10. Upon treatment, an invoice will be left at the property or mailed to the Customer. Payment is due within ten (10) days of a service being performed by Agropro. Balances over thirty (30) days will incur a \$5.00 per month late fee. Agropro accepts payment by check, Visa, MasterCard, Discover, and American Express. Payments can be made by mail, over the phone, or online at www.lawngateway.com/agropro.
11. The Customer will be assessed a fee by Agropro of \$25.00 in the event that any check sent to Agropro for payment on the Customer's account is returned to Agropro for insufficient funds or for any other reason caused by the Customer.

12. Past due accounts may be turned over to a collection agency or attorney, at the sole discretion of Agropro, and all collection costs shall be added to the outstanding account balance. The Customers service will be suspended if the Customer's account balance is over sixty (60) days past due. The Customers service will resume automatically once payment is received. Accounts that remain unpaid for ninety (90) days or more will incur a \$25.00 late fee and may be turned over to a collections agency or attorney. Agropro will provide the Customer with ten (10) days written notice before their account is turned over to collections.
13. Agropro does not offer refunds for services that have been performed. Agropro will make every effort to resolve any issue related to services that have been performed and return to the Customers property free of charge as stated in section two (2).