

# 2018 1-YEAR SERVICE AGREEMENT

## JANUARY 1, 2018 - DECEMBER 31, 2018



This Agreement is entered into between the Environmental Science division of Bayer CropScience LP. ("Bayer"), represented by a Bayer 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 control by the application of Chipco® Choice insecticide from Bayer, to those turf areas that are specifically identified in the Treatment Area description on the reverse side of this page (paragraph 16). The Bayer Agent presenting this Agreement to the Turf Manager, or Authorized Representative, is authorized to execute the Agreement on behalf of Bayer but only within the following terms and conditions.

### Terms and Conditions

1. The Bayer 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. Bayer may designate another Agent to perform this Agreement should the original Agent executing this Agreement on behalf of Bayer 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 Bayer 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 Bayer Agent.
6. The Bayer 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 \$220.00 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 Bayer will be made in three monthly installments. Bayer will issue three invoices with respective net terms of 30, 60 and 90 days. Delinquent payments may incur up to the maximum allowable % APR for your state. Bayer reserves the right to request payment in advance due to past credit history. Bayer may in its sole discretion reduce the price per acre of the Service Agreement at any time during the 2018 Agreement year.
9. The Bayer Agent may release end-user customer credit information to the Bayer Credit Department for confidential credit use.
10. The Bayer 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, Bayer warrants that one slit application of Chipco Choice (**at 25 pounds per acre**) by a certified Bayer applicator with Bayer approved equipment will provide control of mole crickets through December 31, 2018 (adult mole crickets during mating flights and migration from untreated areas may temporarily infest turfgrass and are excluded from warranty)\*. If Bayer determines Chipco Choice fails to provide adequate control, Bayer at its discretion and expense, will provide one or all of the following exclusive remedies:

#### WARRANTY

- A. Bayer 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. Bayer will provide retreatment to any large-scale area.
  - C. Bayer 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 \$220.00. With the exception of this warranty, Bayer 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:** Bayer only warrants application of Chipco Choice by certified Bayer applicators with application equipment that has been approved and stickered by a Bayer 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, Bayer 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. The "Restricted Use" classification restricts a product, or its uses, to use by a certified pesticide applicator or under the direct supervision of a certified applicator; please check the RUP policy in your state before use of this product.

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

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

**Address (for application and delivery)**

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

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

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

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

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

Customer \_\_\_\_\_

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

Address \_\_\_\_\_

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

16. 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 \$220.00/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 Bayer 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

Email to:  
[usescs@bayer.com](mailto:usescs@bayer.com)

Or, Mail or fax to:  
Chipco Choice Customer Service  
Bayer  
2 T.W. Alexander Drive, Research Triangle Park, NC 27709  
Tel (800) 843-1702  
Fax (877) 229-3769