



Turf & Plant Health Care Terms and Conditions

It is agreed by and between Chippers Inc. and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract:

Insurance by Contractor: Chippers Inc. warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Workers' Compensation as required by law. Certificates of Coverage are available upon request.

Cancellation Fee: Chippers Inc. kindly requests that the authorizing party provide at least 24 hours advance notice of any full or partial work cancellation. If a truck has been dispatched to the job site, Chippers may not be able to reach the driver to cancel the treatment. Therefore, the authorizing party will be responsible for the completed treatment.

Completion of Contract: Chippers Inc. agrees to execute the agreed upon contract at the proper time intervals throughout the year. Chippers Inc. reserves the right to amend the agreed upon contract, with no change in price, as it pertains to delays in treatment due to weather or other unforeseen circumstances in order to provide the authorizing party with the expected results. Any modifications will only be made after a review by the Division Manager and deemed appropriate.

Licensing: Chippers Inc. declares that the Turf and Plant Health Care Divisions are in full compliance, licensed, and insured as required with Federal, State, and local laws as they relate to fertilizer and pesticide use in commercial and residential settings.

VT & NH Requirements: Chippers Inc. declares it is licensed in VT & NH to legally perform the treatments listed within the authorizing party's contract(s). The agreed upon contract fulfills the VT & NH requirement for Chippers Inc. to obtain written approval to use pesticides, as well as natural or organic treatments on the authorizing party's property, should they be scheduled. State compliance also requires Chippers Inc. to document the date/time of application, the product(s) and the quantity used, license #, target pest(s), and the name of the technician on site. A small sign will be posted in a conspicuous place and a "door knocker" card with pertinent instructions about the visit will be left. Should additional information about the products used or a special request be required, contact Chippers Inc. directly or visit www.chippersinc.com.

Concealed Contingencies: Chippers Inc. is not responsible for damages to underground sprinklers drain lines, invisible fences or underground cables unless the system(s) are adequately and accurately mapped by the authorizing party and a copy is presented before or at the time the work is performed.

Clean Up: It shall be standard operating procedure and an expected courtesy to clean up any fertilizer or other granular debris as best as possible off driveways, walkways and patios. The authorizing party realizes that due to moisture this cleanup may not be ideal but will be undertaken as part of the job specifications of any given treatment.

Terms of Payment: Unless otherwise noted on this form, the authorizing party agrees to pay the account in full within 30 days of work completion. Invoices over 30 days will have any early bird discount(s) rescinded. Failure to remit full payment within the payment term will result in a finance charge of 1.50% per month. Balances for services rendered remaining unpaid after 90 days will be considered in default and authorizing party is liable for the balance due, finance charges, and collections and/or legal fees. These terms remain valid for the duration of the relationship between the authorizing party and Chippers Inc.

Lien: Chippers Inc. shall have a lien on client's real property to secure payment of work performed by Chippers Inc. pursuant to terms and conditions of this contract. Said lien shall, in all respects, be treated as a "mechanic's lien" as provided by Title 9 V.S.A. & 1921 et. Seq.

Returned Check Fee: There will be a \$50.00 fee charged for all checks returned to our office for non-sufficient funds.

Valid Term: This contract/proposal is valid for ninety (90) days from the date written.

