



Tonya Warnke  
 4015 Transportation Drive  
 Fort Wayne, IN 46818

Phone: 260-609-5196

**Customer Information**

**BILL TO:**

AUBURN WASTE WATER TREATMENT  
 2010 WAYNE ST  
 AUBURN, IN 46706

Phone:

**SERVICE LOCATION:**

AUBURN WASTE WATER TREATMENT  
 2010 WAYNE ST  
 AUBURN, IN 46706

Phone:

**Detail of Charges**

Service Location	Line Item Description	Round #	Round Description	Total Price
AUBURN WASTE WATER TREATMENT	Vegetation Control	2	Non selective weed control	\$2,140.90
AUBURN WASTE WATER TREATMENT	Vegetation Control	3	Non selective weed control	\$2,140.90
AUBURN WASTE WATER TREATMENT	Vegetation Control	4	Non selective weed control	\$2,140.90
AUBURN WASTE WATER TREATMENT	Vegetation Control	5	Non selective weed control	\$1,163.77
AUBURN WASTE WATER TREATMENT	Vegetation Control	6	Non selective weed control	\$1,163.77

Subtotal: \$8,750.24  
 Total Sales Tax Amount: \$0.00  
 Grand Total: \$8,750.24

**Description:**

**Standard Terms and Conditions**

1. Term. The term of this Agreement shall be three (3) years from the date signed by you, the Customer. This Agreement shall automatically renew for additional one (1) year terms unless canceled in writing by either party no less than sixty (60) days written notice prior to the end of the then-current term.

2. Price Increases. (a) Increase in Property Size. Because the size of your property is a significant factor in determining the cost of TruGreen's services, TruGreen may increase the specified charges proportionally to reflect any additional costs incurred should you add property under this Agreement. (b) Fuel, Material, and Labor Cost Increases. Because the product, labor, and fuel costs constitute a significant portion of TruGreen services, TruGreen may increase the price hereunder in the event of a cost increase in any of these areas. Similarly, TruGreen may experience cost increases as a result of other unforeseen circumstances, including, but not limited to, changes in government regulation, etc. To offset cost increases based on any of these issues, TruGreen shall provide you thirty (30) days written notice prior to any such necessary price adjustment, including a statement of the associated reason. If you do not object in writing to the price adjustment within such thirty (30) day period, the Agreement shall continue thereafter at the adjusted price. If you object, 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. (c) Annual Price Increases. 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. With the exception of increases as described in subparagraphs (a) and (b) of this paragraph 2, TruGreen shall not increase its prices on an elective basis more frequently than once during any Agreement year.

3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date. In the event that 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 outside counsel, in-house counsel, paralegal or other professional fees and court costs.

4. Check processing policy. ACH. When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time 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.