

(Contract Management Use only)

CONTRACT APPROVAL FORM

CONTRACT TRACKING NO.

CM1695

CONTRACTOR INFORMATION

Name: Charles Aquatics, Inc.

Address: 6869 Phillips Parkway Drive S. Jacksonville, Florida 32256
City State Zip

Contractor's Administrator Name: Douglas Charles Title: President

Tel#: 904-997-0044 Fax#: 904-807-9158 Email: www.charlesaquatics.com

CONTRACT INFORMATION

Contract Name: Aquatic Management Agreement Contract Value: \$1,375.00

Brief Description: Aquatic management of the drainage pond located off Iris Blvd. in Callahan, Florida. Treatments to consist of two initial partial treatments for all floating weeds and shoreline weeds, 30 days apart and then subsequent quarterly follow-up maintenance treatments. Access from Joann Sauls property located at 45246 Iris Blvd., Callahan, FL (Contact # 904-879-1737)

Contract Dates : Twelve month period beginning the 1st day of the month in which aquatic management services are first provided
Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other X

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____ No Increase _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. [Signature] 11/9/10 03404541-546710
Department Head Signature Date Funding Source/Acct #
2. [Signature] 11/10/10
Contract Management Date
3. [Signature] 11/14/10
County Attorney (approved as to form only) Date
4. [Signature] 11-17-10
Office of Management & Budget Date

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 11/17/10
Ted Selby Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk Finance Services; Contractor (original or certified copy)
- Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

10 NOV 15 PM 3:13
 RECEIVED



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

Toll Free: 866-990-0044

September 2, 2010

**Ms. Rhonda Sikes
Nassau County Road Dept.**

Dear Rhonda,

Per your request, I am submitting a proposal for aquatic management of the drainage pond located at Iris Blvd., in Callahan.

Currently the pond is heavily infested with numerous floating aquatic weeds including parrot feather, torpedo grass, cattails, alligator weed and others.

I recommend initiating chemical treatments that target these weeds. I propose two initial partial treatments 30 days apart and then quarterly follow-up maintenance treatments. We will be using the aquatic herbicides Sinkerball and Rodeo. I have attached the label for each of these herbicides.

Upon every treatment, we will submit a typed, easy to read service report with color digital photos that will discuss in detail your program. Your service report can be submitted by e-mail, fax or postal service.

The cost for our aquatic management program for the Iris Blvd. pond will be \$275. per treatment. Please call with questions or comments.

Sincerely,

Charles Aquatics, Inc.


Signed

Douglas K. Charles
President



Aquatic Management Agreement

This Agreement dated *effective to start* December 1, 2010, 2010, is made between Charles Aquatics, Inc., a Florida Corporation, and

Name Nassau County Road and Bridge Department

Address 96161 Nassau Place

City Yulee State FL Zip 32097

Phone 904-491-7334 Fax 904-321-5926 E-Mail rsikes@nassaucountyfl.com

Hereinafter called "CLIENT".

1) Charles Aquatics, Inc., agrees to provide aquatic management services in accordance with the terms and conditions of this Agreement and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this Agreement at the following location(s): One, (1) waterway as shown on attached map located off Iris Blvd, Callahan, FL.

2) CLIENT agrees to pay Charles Aquatics, Inc. , the following sum(s) for the listed aquatic management services:

- a) Two initial treatments for all floating weeds & shoreline weeds \$ ~~275.~~
- b) Subsequent quarterly treatments \$ ~~275.~~
- d) Comprehensive Service Reports following each treatment \$ Included
- e) Pollution Liability Insurance \$ Included

3) The terms and conditions in this entire Agreement (to include pages 2 and 3) form an integral part of this Agreement and the CLIENT hereby acknowledges that he has read, is familiar with, has checked and initialed all boxes listing DISCLOSURE conditions (a) through (g) on page 2, and will comply with the contents thereof.

Charles Aquatics, Inc.

Signed

Douglas K. Charles, President

CLIENT

Signed

11/17/10

Ted Selby, County Manager
Print Name

- 4) Payment schedule is as follows:
Client agrees to pay within 45 days of date of invoice.

Terms and Conditions

- 1) **Control Methods** - Aquatic Management services will be provided by procedures consistent with environmentally safe water management practices using one or more of the following established methods and techniques where applicable and as indicated on page one (1) of this agreement for the control of aquatic weeds:
- a) **Chemical Control** - Chemical control consists of periodic applications of aquatic herbicides and algacides to control aquatic weeds and algae. When necessary and prior to treatment with aquatic herbicides or algacides, oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for indicated routine oxygen testing.
 - b) **Biological Control** - Biological control consists of the stocking of weed eating fish, *primarily triploid grass carp*. CLIENT acknowledges that prior to fish stocking, governmental permits may be required, and that there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking and may be provided at no additional cost.
 - c) **Mechanical Removal** - Mechanical removal consists of the physical removal of aquatic weeds from waterways. The disposal site of aquatic weeds will be determined by mutual agreement between **Charles Aquatics, Inc.** and the CLIENT. Mechanical removal of aquatic weeds may be performed at an additional cost to the **Client**. **This Service is not included in this agreement.**
 - d) **Trash Removal** - Trash removal consists of the physical removal of trash floating within and from the areas immediately surrounding the **Client's** waterway(s) and may be provided at no additional cost.
- 2) **Disclosure** - CLIENT agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (g) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this **Agreement** and any extension(s) thereof.

	YES	NO	INITIALS
a) Water from the treated waterway(s) is used for irrigation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
b) Water from the treated waterway(s) is used for human or animal consumption.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
a) Treated waterways have been mitigated (government required aquatic planting) or are scheduled to be mitigated.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
d) Any special use of treated waterway which may conflict with treatments.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
e) The presence of fish such as triploid grass carp, tilapia or koi in the treated waterway.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
f) Restrictions on the use of any aquatic herbicides or algacides in the waterways to be treated.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
g) Existence of other aquatic management programs being conducted in the same waterway (s) which Charles Aquatics, Inc. is treating.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____
h) CLIENT agrees to provide Charles Aquatics, Inc. additional details on any conditions (s) checked "YES" in boxes adjacent subparagraphs (a) through (g) above on the spaces below:			

- i) CLIENT agrees that its failure to disclose any conditions (s) listed in (a) through (g) above may compromise **Charles Aquatics'** capacity to adequately perform satisfactory aquatic management service.
- j) Any failure of CLIENT to disclose conditions listed in (a) through (g) above on the date of the execution of this Agreement which may hinder or significantly change **Charles Aquatics'** ability to provide satisfactory aquatic management service does not relieve CLIENT's obligation to pay **Charles Aquatics, Inc.** for service provided under the terms and conditions of this **Agreement**.
- k) Disclosure by checking and initialing boxes listing certain conditions adjacent to subparagraphs (a) through (g) above may be cause for **Client** and **Charles Aquatics, Inc.** to renegotiate this **Agreement** prior to the provision of any service by **Charles Aquatics, Inc.**

- 3) **Time-Use Restrictions** - When federal and state regulations require water time-use restrictions following the application of aquatic herbicides, **Charles Aquatics, Inc.**, will notify the **CLIENT** in writing of such restrictions at the time of treatment. It shall be the responsibility of the **CLIENT** to comply with the restrictions throughout the required period of time-use restrictions. **CLIENT** understands and agrees that notwithstanding any other provisions of this **Agreement, Charles Aquatics, Inc.** does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
- 4) **Access** - **CLIENT** agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Adequate access will be determined by **Charles Aquatics, Inc.** and the **Client**. Access routes must be a minimum of ten (10) feet in width, and ten (10) feet high; must provide a firm surface for the passage of boats, boat trailers, and towing vehicles; must have a grade no greater than forty five (45) degrees; and not require crossing bulkheads surrounding waterways. In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this **Agreement** may be terminated or renegotiated.
- 5) **Effective Date** - The effective date of this **Agreement** is the first day of the month in which aquatic management services are first provided.
- 6) **Termination** - Termination of this **Agreement** may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**. The effective date of any termination will be the last day of the month during which written notice is received by **Charles Aquatics, Inc.**
- 7) **Renewal** - Upon completion of this **Agreement** or any extension thereof, this **Agreement** shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of **CHARLES AQUATICS, Inc.**, **Client** agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.
- 8) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, Property Damage, Completed Operations and Product Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 9) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 10) **Authorized Agent** - **CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.**
- 11) **Monthly Payments** - The monthly amount is firm for the entire term of the original **Agreement**. **CLIENT** understands that, for convenience the annual agreement payments will be distributed equally over a twelve (12) month period and that individual monthly billings may not necessarily reflect fluctuating costs of service.
- 12) **Damages** - **Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**
- 13) **Non-Payment, Default** - In the case of non-payment by the **CLIENT**, **Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and reasonable attorneys' fees and costs of collection shall be paid by the **CLIENT**, whether suit is filed or not. In addition, interest at the rate of one and one half percent (1.5%) per month may be assessed for the period of delinquency.
- 14) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 15) **Alterations and Modifications** - This three (3) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.

DISPUTES:

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Consultant, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of the Consultant. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with the Consultant's representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

Consultant (Initial): DKC

Nassau County (Initial): JAT

Charlotte Young

From: Charles Aquatics, Inc. [customerservice@charlesaquatics.com]
Sent: Tuesday, November 09, 2010 1:51 PM
To: Charlotte Young
Subject: Attached Revised Proposal
Attachments: Iris Blvd. Pond agreement.pdf

Charlotte,

Attached is the revised proposal per your request. Please let me know if any further changes need to be made.

Lisa Jackson
Charles Aquatics, Inc.
6869 Phillips Parkway Drive South
Jacksonville, FL 32256
904 997-0044 Fax: 904 807-9158
www.charlesaquatics.com

Charles Aquatics, Inc. is an authorized dealer of AquaMaster Fountains.
We can repair and maintain all makes and models of floating fountains and aerators.

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT
TRACKING NO.

CONTRACTOR INFORMATION

Name: Charles Aquatics, Inc
Address: 6869 Phillips Parkway Drive S. Jacksonville FL 32256
City State Zip
Contractor's Administrator Name: Douglas Charles. Title: President
Tel#: 904-997-0044 Fax#: 904-807-9158 Email: www.charlesaquatics.com

CONTRACT INFORMATION

Contract Name: Douglas Charles Contract Value: \$1,650.00

Brief Description: Will be accessing Joann Sauls property located at 45246 Iris Blvd, Callahan, FL, phone number 904-879-1737. To remove heavily infested and numerous floating aquatic weeds including parrot feather, torpedo grass, cattails, alligator weed and other aquatic weeds.

Contract Dates : From 10-1-10 to 9-30-11 Status: New Renew Amend# WA/Task Order


How Procured: Sole Source Single Source ITB RFP PFO Coop. Other X

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____ No Increase _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1.  03404541-546710
Department Head Signature Date Funding Source/Acct #
2. _____
Contract Management Date
3. _____
County Attorney (approved as to form only) Date
4. _____
Office of Management & Budget Date

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

Ted Selby _____
Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance

RECEIVED
CONTRACT MANAGEMENT
2010 NOV -2 PM 2:19



Aquatic Management Agreement

This Agreement dated *effective to start* November 22, _____, 2010, is made between Charles Aquatics, Inc., a Florida Corporation, and

Name Nassau County Road and Bridge Department

Address 96161 Nassau Place

City Yulee State FL Zip 32097

Phone 904-491-7334 Fax 904-321-5926 E-Mail rsikes@nassaucountyfl.com

Hereinafter called "CLIENT".

VOID

1) Charles Aquatics, Inc., agrees to provide aquatic management services in accordance with the terms and conditions of this Agreement and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this Agreement at the following location(s): One, (1) waterway as shown on attached map located off Iris Blvd, Callahan, FL.

2) CLIENT agrees to pay Charles Aquatics, Inc., the following sum(s) for the listed aquatic management services:

- a) Two initial treatments for all floating weeds & shoreline weeds \$ 275.
- b) Subsequent quarterly treatments \$ 275.
- d) Comprehensive Service Reports following each treatment \$ Included
- e) Pollution Liability Insurance \$ Included

3) The terms and conditions in this entire Agreement (to include pages 2 and 3) form an integral part of this Agreement and the CLIENT hereby acknowledges that he has read, is familiar with, has checked and initialed all boxes listing DISCLOSURE conditions (a) through (g) on page 2, and will comply with the contents thereof.

Charles Aquatics, Inc.

Signed _____

Douglas K. Charles, President

CLIENT
Signed _____

Print Name _____

- 4) Payment schedule is as follows:
- Payment for the **initial month** of aquatic management services is **due upon execution** of this **Agreement**.
 - Payment for the **balance** of the aquatic management services is payable in eleven (11) equal payments **due the first day of each month**.
- 5) Aquatic management services stated in this **Agreement** will commence within ten (10) days of the execution of this **Agreement** by the **CLIENT**.
- 6) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc.** on or before **November 30th, 2010**.

Terms and Conditions

- 1) **Control Methods** - Aquatic Management services will be provided by procedures consistent with environmentally safe water management practices using one or more of the following established methods and techniques where applicable and as indicated on page one (1) of this agreement for the control of aquatic weeds:
- Chemical Control** - Chemical control consists of periodic applications of aquatic herbicides and algaecides to control aquatic weeds and algae. When necessary and prior to treatment with aquatic herbicides or algaecides, oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for indicated routine oxygen testing.
 - Biological Control** - Biological control consists of the stocking of weed-eating fish, *primarily triploid grass carp*. **CLIENT** acknowledges that prior to fish stocking, governmental permits may be required, and that there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking and may be provided at no additional cost.
 - Mechanical Removal** - Mechanical removal consists of the physical removal of aquatic weeds from waterways. The disposal site of aquatic weeds will be determined by mutual agreement between **Charles Aquatics, Inc.** and the **CLIENT**. Mechanical removal of aquatic weeds may be performed at an additional cost to the **Client**. **This Service is not included in this agreement.**
 - Trash Removal** - Trash removal consists of the physical removal of trash floating within and from the areas immediately surrounding the **Client's** waterway(s) and may be provided at no additional cost.
- 2) **Disclosure** - **CLIENT** agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (g) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this **Agreement** and any extension(s) thereof.

	YES	NO	INITIALS
a) Water from the treated waterway(s) is used for irrigation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>CA</u>
b) Water from the treated waterway(s) is used for human or animal consumption.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>CA</u>
c) Treated waterways have been mitigated (government required aquatic planting) or are scheduled to be mitigated.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>CA</u>
d) Any special use of treated waterway which may conflict with treatments.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>CA</u>
e) The presence of fish such as triploid grass carp, tilapia or koi in the treated waterway.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>CA</u>
f) Restrictions on the use of any aquatic herbicides or algaecides in the waterways to be treated.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>CA</u>
g) Existence of other aquatic management programs being conducted in the same waterway (s) which Charles Aquatics, Inc. is treating.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>CA</u>
h) CLIENT agrees to provide Charles Aquatics, Inc. additional details on any conditions (s) checked "YES" in boxes adjacent subparagraphs (a) through (g) above on the spaces below:			
(a) <u>Water area is used for a Nassau County water retention drainage pond.</u> (b) <u>This retention drainage pond is the adjacent to the backside of property owner and animals does drink and swim in this water.</u> (c) <u>property owner have admitted to releasing triploid grass carp into this water area.</u>			

- i) **CLIENT** agrees that its failure to disclose any conditions (s) listed in (a) through (g) above may compromise **Charles Aquatics'** capacity to adequately perform satisfactory aquatic management service.
- j) Any failure of **CLIENT** to disclose conditions listed in (a) through (g) above on the date of the execution of this Agreement which may hinder or significantly change **Charles Aquatics'** ability to provide satisfactory aquatic management service does not relieve **CLIENT's** obligation to pay **Charles Aquatics, Inc.** for service provided under the terms and conditions of this **Agreement**.
- k) Disclosure by checking and initialing boxes listing certain conditions adjacent to subparagraphs (a) through (g) above may be cause for **Client** and **Charles Aquatics, Inc.** to renegotiate this **Agreement** prior to the provision of any service by **Charles Aquatics, Inc.**

- 3) **Time-Use Restrictions** - When federal and state regulations require water time-use restrictions following the application of aquatic herbicides, **Charles Aquatics, Inc.**, will notify the **CLIENT** in writing of such restrictions at the time of treatment. It shall be the responsibility of the **CLIENT** to comply with the restrictions throughout the required period of time-use restrictions. **CLIENT** understands and agrees that notwithstanding any other provisions of this **Agreement**, **Charles Aquatics, Inc.** does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
- 4) **Access** - **CLIENT** agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Adequate access will be determined by **Charles Aquatics, Inc.** and the **Client**. Access routes must be a minimum of ten (10) feet in width, and ten (10) feet high; must provide a firm surface for the passage of boats, boat trailers, and towing vehicles; must have a grade no greater than forty five (45) degrees; and not require crossing bulkheads surrounding waterways. In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this **Agreement** may be terminated or renegotiated.
- 5) **Effective Date** - The effective date of this **Agreement** is the first day of the month in which aquatic management services are first provided.
- 6) **Termination** - Termination of this **Agreement** may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**. The effective date of any termination will be the last day of the month during which written notice is received by **Charles Aquatics, Inc.**
- 7) **Renewal** - Upon completion of this **Agreement** or any extension thereof, this **Agreement** shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of **CHARLES AQUATICS, Inc.** **Client** agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.
- 8) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, Property Damage, Completed Operations and Product Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 9) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 10) **Authorized Agent** - **CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.**
- 11) **Monthly Payments** - The monthly amount is firm for the entire term of the original **Agreement**. **CLIENT** understands that, for convenience the annual agreement payments will be distributed equally over a twelve (12) month period and that individual monthly billings may not necessarily reflect fluctuating costs of service.
- 12) **Damages** - **Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**
- 13) **Non-Payment, Default** - In the case of non-payment by the **CLIENT**, **Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and reasonable attorneys' fees and costs of collection shall be paid by the **CLIENT**, whether suit is filed or not. In addition, interest at the rate of one and one half percent (1.5%) per month may be assessed for the period of delinquency.
- 14) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 15) **Alterations and Modifications** - This three (3) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.



Iris Blvd. Drainage Pond Nassau County

Acetage: 1.93

Linear ft.: 2460.99'

© 2010 Google

Google

Specimen Label



Rodeo®

Herbicide

For aquatic weed and brush control. For control of annual and perennial weeds and woody plants in and around aquatic and other noncrop sites; also for use in wildlife habitat areas, for perennial grass release, and grass growth suppression.

Avoid contact of herbicide with foliage, green stems, exposed non-woody roots or fruit of crops, desirable plants and trees, because severe injury or destruction may result.

Active Ingredient(s):	
glyphosate ¹ : N-(phosphonomethyl)glycine, isopropylamine salt	53.8%
Inert Ingredients	46.2%
Total Ingredients.....	100.0%

¹ Contains 5.4 pounds per gallon glyphosate, isopropylamine salt (4 pounds per gallon glyphosate acid).

EPA Reg. No. 62719-324

Keep Out of Reach of Children

CAUTION PRECAUTION

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you in detail.)

Precautionary Statements

Hazards to Humans and Domestic Animals

Harmful If Inhaled

Avoid breathing spray mist. Remove contaminated clothing and wash before reuse. Wash thoroughly with soap and water after handling.

Personal Protective Equipment (PPE)

Applicators and other handlers must wear:

- Long-sleeved shirt and long pants
- Shoes plus socks.

Follow manufacturer's instructions for cleaning/maintaining PPE (Personal Protective Equipment). If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

Engineering Controls

When handlers use closed systems, enclosed cabs, or aircraft in a manner that meets the requirements listed in Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240 (d) (4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.

First Aid

If Inhaled: Remove individual to fresh air. If not breathing, give artificial respiration, preferably mouth-to-mouth. Get medical attention.

Environmental Hazards

Do not contaminate water when disposing of equipment washwaters. Treatment of aquatic weeds can result in oxygen depletion or loss due to decomposition of dead plants. This oxygen loss can cause fish suffocation.

In case of leak or spill, soak up and remove to a landfill.

Physical or Chemical Hazards

Spray solutions of this product should be mixed, stored and applied using only stainless steel, aluminum, fiberglass, plastic or plastic-lined steel containers.

Do not mix, store or apply this product or spray solutions of this product in galvanized steel or unlined steel (except stainless steel) containers or spray tanks. This product or spray solutions of this product react with such containers and tanks to produce hydrogen gas, which may form a highly combustible gas mixture. This gas mixture could flash or explode, causing serious personal injury, if ignited by open flame, spark, welder's torch, lighted cigarette or other ignition source.

Notice: Read the entire label. Use only according to label directions. **Before buying or using this product, read "Warranty Disclaimer" and "Limitation of Remedies" elsewhere on this label.**

In case of emergency endangering health or the environment involving this product, call 1-800-992-5994. If you wish to obtain additional product information, visit our web site at www.dowagro.com.

Agricultural Chemical: Do not ship or store with food, feeds, drugs or clothing.

Directions for Use

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Read all Directions for Use carefully before applying.

This is an end-use product. Dow AgroSciences does not intend and has not registered it for reformulation. See individual container label for repackaging limitations.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your state or tribe, consult the agency responsible for pesticide regulation.

Agricultural Use Requirements

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE), and restricted entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 4 hours.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is:

- Coveralls
- Chemical resistant gloves made of any waterproof material
- Shoes plus socks

Storage and Disposal

Do not contaminate water, food, feed or seed by storage or disposal.

Storage: Store above 10°F (-12°C) to keep product from crystallizing.

Crystals will settle to the bottom. If allowed to crystallize, place in a warm room 68°F (20°C) for several days to redissolve and roll or shake container or recirculate in mini-bulk containers to mix well before using.

Pesticide Disposal: Wastes resulting from use of this product that cannot be used or chemically reprocessed should be disposed of in a landfill approved for pesticide disposal or in accordance with applicable Federal, state or local procedures.

Container Disposal: Emptied container retains vapor and product residue. Observe all labeled safeguards until container is cleaned, reconditioned or destroyed. Do not reuse this container. Triple rinse (or equivalent). Then puncture and dispose of in a sanitary landfill, or by incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

General Information

(How this product works)

This product herbicide is a water-soluble liquid which mixes readily with water and nonionic surfactant to be applied as a foliar spray for the control or destruction of many herbaceous and woody plants. Rodeo is intended for control of annual and perennial weeds and woody plants in and around aquatic and other noncrop sites; also for use in wildlife habitat areas, for perennial grass release, and grass growth suppression.

The active ingredient in Rodeo moves through the plant from the point of foliage contact to and into the root system. Visible effects on most annual weeds occur within 2 to 4 days, 7 days or more on most perennial weeds, and 30 days or more on most woody plants. Extremely cool or cloudy weather following treatment may slow the activity of this product and delay visual effects of control. Visible effects include gradual wilting and yellowing of the plant which advances to complete browning of above-ground growth and deterioration of underground plant parts.

Unless otherwise directed on this label, delay application until vegetation has emerged and reached the stages described for control of such vegetation under the "Weeds Controlled" section of this label.

Unemerged plants arising from unattached underground rhizomes or root stocks of perennials or brush will not be affected by the spray and will continue to grow. For this reason best control of most perennial weeds or brush is obtained when treatment is made at late growth stages approaching maturity.

Always use the higher rate of Rodeo and surfactant within the recommended range when vegetation is heavy or dense.

Do not treat weeds, brush or trees under poor growing conditions such as drought stress, disease or insect damage, as reduced control may result. Reduced control of target vegetation may also occur if foliage is heavily covered with dust at the time of treatment.

Reduced control may result when applications are made to woody plants or weeds following site disturbance or plant top growth removal from grazing, mowing, logging or mechanical brush control. For best results, delay treatment of such areas until resprouting and foliar growth has restored the target vegetation to the recommended stage of growth for optimum herbicidal exposure and control.

Rainfall or irrigation occurring within 6 hours after application may reduce effectiveness. Heavy rainfall or irrigation within 2 hours after application may wash the product off the foliage and a repeat treatment may be required.

Rodeo does not provide residual weed control. For subsequent residual weed control, follow a label-approved herbicide program. Read and carefully observe the cautionary statements and all other information appearing on the labels of all herbicides used.

NOTE: Use of this product in any manner not consistent with this label may result in injury to persons, animals or crops, or other unintended consequences. When not in use, keep container closed to prevent spills and contamination.

Buyer and all users are responsible for all loss or damage in connection with the use or handling of mixtures of this product or other materials that are not expressly recommended in this label. Mixing this product with herbicides or other materials not recommended in this label may result in reduced performance.

ATTENTION: Avoid drift. Extreme care must be used when applying this product to prevent injury to desirable plants and crops.

Do not allow the herbicide solution to mist, drip, drift or splash onto desirable vegetation since minute quantities of this product can cause severe damage or destruction to the crop, plants or other areas on which treatment was not intended. The likelihood of plant or crop injury occurring from the use of this product is greatest when winds are gusty or in excess of 5 miles per hour or when other conditions, including lesser wind velocities, will allow spray drift to occur. When spraying, avoid combinations of pressure and nozzle type that will result in splatter or fine particles (mist) which are likely to drift. **Avoid applying at excessive speed or pressure.**

Mixing and Application Instructions

Clean sprayer and parts immediately after using this product by thoroughly flushing with water and dispose of rinsate according to labeled use or disposal instructions.

Apply these spray solutions in properly maintained and calibrated equipment capable of delivering desired volumes. Hand-gun applications should be properly directed to avoid spraying desirable plants. Note: reduced results may occur if water containing soil is used, such as water from ponds and unlined ditches.

Mixing

Rodeo mixes readily with water. Mix spray solutions of this product as follows:

1. Fill the mixing or spray tank with the required amount of water while adding the required amount of this product (see "Directions for Use" and "Weeds Controlled" sections of this label).
2. Near the end of the filling process, add the required surfactant and mix well. Remove hose from tank immediately after filling to avoid siphoning back into the water source.

Note: If tank mixing with Garlon® 3A herbicide, ensure that Garlon 3A is well mixed with at least 75 percent of the total spray volume before adding Rodeo to the spray tank to avoid incompatibility.

During mixing and application, foaming of the spray solution may occur. To prevent or minimize foam, avoid the use of mechanical agitators, place the filling hose below the surface of the spray solution (only during filling), terminate by-pass and return lines at the bottom of the tank, and, if needed, use an approved anti-foam or defoaming agent.

Keep by-pass line on or near bottom of tank to minimize foaming. Screen size in nozzle or line strainers should be no finer than 50 mesh. Carefully select correct nozzle to avoid spraying a fine mist. For best results with conventional ground application equipment, use flat fan nozzles. Check for even distribution of spray droplets.

IMPORTANT: When using this product, unless otherwise specified, mix 2 or more quarts of a nonionic surfactant per 100 gallons of spray solution. Use a nonionic surfactant labeled for use with herbicides. The surfactant must contain 50 percent or more active ingredient.

Always read and follow the manufacturer's surfactant label recommendations for best results.

These surfactants should not be used in excess of 1 quart per acre when making **broadcast** applications.

Carefully observe all cautionary statements and other information appearing in the surfactant label.

Colorants or marking dyes approved for use with herbicides may be added to spray mixtures of this product. Colorants or dyes used in spray solutions of this product may reduce performance, especially at lower rates or dilutions. Use colorants or dyes according to the manufacturer's label recommendations.

Application Equipment and Techniques

ATTENTION: AVOID DRIFT. EXTREME CARE MUST BE EXERCISED WHEN APPLYING THIS PRODUCT TO PREVENT INJURY TO DESIRABLE PLANTS AND CROPS.

Do not allow the herbicide solution to mist, drip, drift, or splash onto desirable vegetation since minute quantities of this product can cause severe damage or destruction to crops, plants, or other areas on which the treatment was not intended. The likelihood of plant or crop injury occurring from the use of this product is greatest when winds are gusty or in excess of 5 miles per hour or when other conditions, including lesser wind velocities, will allow spray drift to occur. When spraying, avoid combinations of pressure and nozzle type that will result in splatter or fine particles (mist) which are likely to drift. **AVOID APPLYING AT EXCESSIVE SPEED OR PRESSURE.**

Note: Use of this product in a manner not consistent with this label may result in injury to persons, animals, or crops, or other unintended consequences. When not in use, keep container closed to prevent spills and contamination.

Spray Drift Management

Avoiding spray drift at the application site is the responsibility of the applicator. The interaction of many equipment-and-weather-related factors determine the potential for spray drift. The applicator and the grower are responsible for considering all these factors when making decisions. The following drift management requirements must be followed to avoid off-target drift movement from aerial applications to agricultural field crops. These requirements do not apply to forestry applications, public health uses or to applications using dry formulations.

1. The distance of the outer most nozzles on the boom must not exceed 3/4 the length of the wingspan or rotor.
2. Nozzles must always point backward parallel with the air stream and never be pointed downwards more than 45 degrees. Where states have more stringent regulations, they should be observed.

The applicator should be familiar with and take into account the information covered in the following **Aerial Drift Reduction Advisory Information:**

Importance of Droplet Size: The most effective way to reduce drift potential is to apply large droplets. The best drift management strategy is to apply the largest droplets that provide sufficient coverage and control. Applying larger droplets reduces drift potential, but will not prevent drift if applications are made improperly, or under unfavorable environmental conditions (see Wind, Temperature and Humidity, and Temperature inversion section of this label).

Controlling Droplet Size: Volume-Use high flow rate nozzles to apply the highest practical spray volume. Nozzles with higher rated flows produce larger droplets.

Pressure-Use the lower spray pressures recommended for the nozzle. Higher pressure reduces droplet size and does not improve canopy penetration. When higher flow rates are needed, use higher flow rate nozzles instead of increasing pressure.

Number of nozzles-Use the minimum number of nozzles that provide uniform coverage.

Nozzle Orientation-Orienting nozzles so that the spray is released backwards, parallel to the airstream will produce larger droplets than other orientations. Significant deflection from the horizontal will reduce droplet size and increase drift potential.

Nozzle Type-Use a nozzle type that is designed for the intended application. With most nozzle types, narrower spray angles produce larger droplets. Consider using low-drift nozzles. Solid stream nozzles oriented straight back produce larger droplets than other nozzle types.

Boom Length-For some use patterns, reducing the effective boom length to less than $\frac{3}{4}$ of the wingspan or rotor length may further reduce drift without reducing swath width.

Application-Applications should not be made at a height greater than 10 feet above the top of the largest plants unless a greater height is required for aircraft safety. Making applications at the lowest height that is safe reduces exposure of droplets to evaporation and wind.

Swath Adjustment: When applications are made with a cross-wind, the swath will be displaced downwind. Therefore, on the up and downwind edges of the field, the applicator must compensate for this displacement by adjusting the path of the aircraft upwind. Swath adjustment distance should increase, with increasing drift potential (higher wind, smaller drops, etc.).

Wind: Drift potential is lowest between wind speeds of 2-10 mph. However, many factors, including droplet size and equipment type determine drift potential at any given speed. Application should be avoided below 2 mph due to variable wind direction and high inversion potential. Note: Local terrain can influence wind patterns. Every applicator should be familiar with local wind patterns and how they affect drift.

Temperature and Humidity: When making applications in low relative humidity, set up equipment to produce larger droplets to compensate for evaporation. Droplet evaporation is most severe when conditions are both hot and dry.

Temperature Inversions: Applications should not occur during a temperature inversion, because drift potential is high. Temperature inversions restrict vertical air mixing, which causes small suspended droplets to remain in a concentrated cloud. This cloud can move in unpredictable directions due to the light variable winds common during inversions. Temperature inversions are characterized by increasing temperatures with altitude and are common on nights with limited cloud

cover and light to no wind. They begin to form as the sun sets and often continue into the morning. Their presence can be indicated by ground fog; however, if fog is not present, inversions can also be identified by the movement of smoke from a ground source or an aircraft smoke generator. Smoke that layers and moves laterally in a connected cloud (under low wind conditions) indicates an inversion, while smoke that moves upwards and rapidly dissipates indicates good vertical air mixing.

Sensitive Areas: The pesticide should only be applied when the potential for drift to adjacent sensitive areas (e.g., residential areas, bodies of water, known habitat for threatened or endangered species, non-target crops) is minimal (e.g., when wind is blowing away from the sensitive areas).

Aerial Equipment

For aerial application of this product in California, refer to Federal supplemental label for Rodeo herbicide entitled "For Aerial Application in California Only". In California, aerial application may be made in aquatic sites and noncrop areas, including aquatic sites present in noncrop areas that are part of the intended treatment.

For control of weed or brush species listed in this label using aerial application equipment: For aerial broadcast application, unless otherwise specified, apply the rates of Rodeo and surfactant recommended for broadcast application in a spray volume of 3 to 20 gallons of water per acre. See the "Weeds Controlled" section of this label for labeled annual and herbaceous weeds and woody plants and broadcast rate recommendations. Aerial applications of this product may only be made as specifically recommended in this label.

AVOID DRIFT. Do not apply during inversion conditions, when winds are gusty or under any other condition which will allow drift. Drift may cause damage to any vegetation contacted to which treatment is not intended. To prevent injury to adjacent desirable vegetation, appropriate buffer zones must be maintained.

Coarse sprays are less likely to drift; therefore, do not use nozzles or nozzle configurations which dispense spray as fine spray droplets. Do not angle nozzles forward into the airstream and do not increase spray volume by increasing nozzle pressure.

Drift control additives may be used. When a drift control additive is used, read and carefully observe the cautionary statements and all other information appearing in the additive label. The use of a drift control agent for conifer and herbaceous release applications may result in conifer injury and is not recommended.

Ensure uniform application. To avoid streaked, uneven or overlapped application, use appropriate marking devices.

Thoroughly wash aircraft, especially landing gear, after each day of spraying to remove residues of this product accumulated during spraying or from spills. **Prolonged exposure of this product to uncoated steel surfaces may result in corrosion and possible failure of the part. Landing gear are most susceptible.** The maintenance of an organic coating (paint) which meets aerospace specification MIL-C-38413 may prevent corrosion.

Ground Broadcast Equipment

For control of weed or brush species listed in this label using conventional boom equipment: For ground broadcast application, unless otherwise specified, apply the rates of Rodeo and surfactant recommended for broadcast application in a spray volume of 3 to 30 gallons of water per acre. See the "Weeds Controlled" section of this label for labeled annual and herbaceous weeds and woody plants and broadcast rate recommendations. As density of vegetation increases, spray volume should be increased within the recommended range to ensure complete coverage. Carefully select correct nozzle to avoid spraying a fine mist. For best results with ground application equipment, use flat fan nozzles. Check for even distribution of spray droplets.

Hand-Held and High-Volume Equipment (Use Coarse Sprays Only)

For control of weeds listed in this label using knapsack sprayers or high-volume spraying equipment utilizing handguns or other suitable nozzle arrangements:

High volume sprays: Prepare a 3/4 to 2 percent solution of this product in water, add a nonionic surfactant and apply to foliage of vegetation to be controlled. For specific rates of application and instructions for control of various annual and perennial weeds, see the "Weeds Controlled" section in this label.

Applications should be made on a spray-to-wet basis. Spray coverage should be uniform and complete. Do not spray to point of runoff.

Low volume directed sprays: Rodeo may be used as a 5 to 8 percent solution in low-volume directed sprays for spot treatment of trees and brush. This treatment method is most effective in areas where there is a low density of undesirable trees or brush. If a straight stream nozzle is used, start the application at the top of the targeted vegetation and spray from top to bottom in a lateral zig-zag motion. Ensure that at least 50 percent of the leaves are contacted by the spray solution. For flat fan and cone nozzles and with hand-directed mist blowers, mist the application over the foliage of the targeted vegetation. Small, open-branched trees need only be treated from one side. If the foliage is thick or there are multiple root sprouts, applications must be made from several sides to ensure adequate spray coverage.

Prepare the desired volume of spray solution by mixing the amount of this product in water, shown in the following table:

Spray Solution

Desired Volume	Amount of Rodeo						
	3/4%	1%	1 1/4%	1 1/2%	2%	5%	8%
1 gal	1 fl oz	1 1/3 fl oz	1 2/3 fl oz	2 fl oz	2 2/3 fl oz	6 1/2 fl oz	10 1/4 fl oz
25 gal	1 1/2 pt	1 qt	1 1/4 qt	1 1/2 qt	2 qt	5 qt	2 gal
100 gal	3 qt	1 gal	1 1/4 gal	1 1/2 gal	2 gal	5 gal	8 gal

2 tablespoons = 1 fluid ounce

For use in knapsack sprayers, it is suggested that the recommended amount of this product be mixed with water in a larger container. Fill the knapsack sprayer with the mixed solution and add the correct amount of surfactant.

Wiper Applications

For wick or wiper applications, mix 1 gallon of this product with 2 gallons of clean water to make a 33 percent solution. Addition of a nonionic surfactant at a rate of 10 percent by volume of total herbicide solution is recommended.

Wiper applications can be used to control or suppress annual and perennial weeds listed on this label. In heavy weed stands, a double application in opposite directions may improve results. See the "Weed Controlled" section in this label for recommended timing, growth stage and other instructions for achieving optimum results

Aquatic and Other Noncrop Sites

Apply Rodeo as directed and under conditions described to control or partially control weeds and woody plants listed in the "Weeds Controlled" section in industrial, recreational and public areas or other similar aquatic or terrestrial sites on this label.

Aquatic Sites

Rodeo may be applied to emerged weeds in all bodies of fresh and brackish water which may be flowing, nonflowing or transient. This includes lakes, rivers, streams, ponds, estuaries, rice levees, seeps, irrigation and drainage ditches, canals, reservoirs, wastewater treatment facilities, wildlife habitat restoration and management areas, and similar sites.

If aquatic sites are present in the noncrop area and are part of the intended treatment, read and observe the following directions:

- Rodeo does not control plants which are completely submerged or have a majority of their foliage under water.
- There is no restriction on the use of treated water for irrigation, recreation or domestic purposes.
- Consult local state fish and game agency and water control authorities before applying this product to public water. Permits may be required to treat such water.

- **NOTE:** Do not apply this product directly to water within 1/2 mile upstream of an active potable water intake in flowing water (i.e., river, stream, etc.) or within 1/2 mile of an active potable water intake in a standing body of water such as lake, pond or reservoir. To make aquatic applications around and within 1/2 mile of active potable water intakes, the water intake must be turned off for a minimum period of 48 hours after the application. The water intake may be turned on prior to 48 hours if the glyphosate level in the intake water is below 0.7 parts per million as determined by laboratory analysis. These aquatic applications may be made **only** in those cases where there are alternative water sources or holding ponds which would permit the turning off of an active potable water intake for a minimum period of 48 hours after the applications. This restriction does not apply to intermittent inadvertent overspray of water in terrestrial use sites.
- For treatments after drawdown of water or in dry ditches, allow 7 or more days after treatment before reintroduction of water to achieve maximum weed control. Apply this product within 1 day after drawdown to ensure application to actively growing weeds.
- Floating mats of vegetation may require retreatment. Avoid wash-off of sprayed foliage by spray boat or recreational boat backwash or by rainfall within 6 hours of application. Do not re-treat within 24 hours following the initial treatment.
- Applications made to moving bodies of water must be made while traveling upstream to prevent concentration of this herbicide in water. When making any bankside applications, do not overlap more than 1 foot into open water. Do not spray in bodies of water where weeds do not exist. The maximum application rate of 7 1/2 pints per acre must not be exceeded in any single broadcast application that is being made over water.
- When emerged infestations require treatment of the total surface area of impounded water, treating the area in strips may avoid oxygen depletion due to decaying vegetation. Oxygen depletion may result in fish kill.

Other Noncrop Sites

Rodeo may be used to control the listed weeds in the following terrestrial noncrop sites and/or in aquatic sites within these areas:

Habitat Restoration & Management Areas
 Highways & Roadsides
 Industrial Plant Sites
 Petroleum Tank Farms
 Pipeline, Power, Telephone & Utility Rights-of-Way
 Pumping Installations
 Railroads
 Similar Sites

Cut Stump Application

Woody vegetation may be controlled by treating freshly cut stumps of trees and resprouts with this product. Apply this product using suitable equipment to ensure coverage of the entire cambium. Cut vegetation close to the soil surface. **Apply a 50 to 100 percent solution of this product to freshly cut surface immediately after cutting.** Delay in applying this product may result in reduced performance. For best results, trees should be cut during periods of active growth and full leaf expansion.

When used according to directions for cut stump application, this product will **control, partially control or suppress** most woody brush and tree species, some of which are listed below:

Common Name	Scientific Name
Alder	<i>Ainus spp.</i>
Coyote brush †	<i>Baccharis consanguinea</i>
Dogwood †	<i>Cornus spp.</i>
Eucalyptus	<i>Eucalyptus spp.</i>
Hickory †	<i>Carya spp.</i>
Madrone	<i>Arbutus menziesii</i>
Maple †	<i>Acer spp.</i>
Oak	<i>Quercus spp.</i>
Poplar †	<i>Populus spp.</i>
Reed, giant	<i>Arundo donax</i>
Salt cedar	<i>Tamarix spp.</i>
Sweet gum †	<i>Liquidambar styraciflua</i>
Sycamore †	<i>Platanus occidentalis</i>
Tan oak	<i>Lithocarpus densiflorus</i>
Willow	<i>Salix spp.</i>

† Rodeo is not approved for this use on these species in the state of California.

Wildlife Habitat Restoration and Management Areas

Rodeo is recommended for the restoration and/or maintenance of native habitat and in wildlife management areas.

Habitat Restoration and Maintenance: When applied as directed, exotic and other undesirable vegetation may be controlled in habitat management areas. Applications may be made to allow recovery of native plant species, to open up water to attract waterfowl, and for similar broad-spectrum vegetation control requirements in habitat management areas. Spot treatments may be made to selectively remove unwanted plants for habitat enhancement. For spot treatments, care should be exercised to keep spray off of desirable plants.

Wildlife Food Plots: Rodeo may be used as a site preparation treatment prior to planting wildlife food plots. Apply as directed to control vegetation in the plot area. Any wildlife food species may be planted after applying this product, or native species may be allowed to reinfest the area. If tillage is needed to prepare a seedbed, wait 7 days after applying this product before tilling to allow for maximum effectiveness.

Injection and Frill Applications

Woody vegetation may be controlled by injection or frill application of this product. Apply this product using suitable equipment which must penetrate into living tissue. Apply the equivalent of 1 ml of this product per 2 to 3 inches of trunk diameter. This is best achieved by applying 25 to 100 percent concentration of this product either to a continuous frill around the tree or as cuts evenly spaced around the tree below all branches. As tree diameter increases in size, better results are achieved by applying dilute material to a continuous frill or more closely spaced cuttings. Avoid application techniques that allow runoff to occur from frill or cut areas in species that exude sap freely after frills or cutting. In species such as these, make frill or cut at an oblique angle so as to produce a cupping effect and use undiluted material. For best results, applications should be made during periods of active growth and full leaf expansion.

This treatment will control the following woody species:

Common Name	Scientific Name
Oak	<i>Quercus spp.</i>
Poplar	<i>Populus spp.</i>
Sweet gum	<i>Liquidambar styraciflua</i>
Sycamore	<i>Platanus occidentalis</i>

This treatment will suppress the following woody species:

Common Name	Scientific Name
Black gum †	<i>Nyssa sylvatica</i>
Dogwood	<i>Cornus spp.</i>
Hickory	<i>Carya spp.</i>
Maple, red	<i>Acer rubrum</i>

† Rodeo is not approved for this use on this species in the state of California.

Release of Bermudagrass or Bahiagrass on Noncrop Sites

Release Of Dormant Bermudagrass and Bahiagrass

When applied as directed, this product will provide control or suppression of many winter annual weeds and tall fescue for effective release of dormant bermudagrass or bahiagrass. Make applications to dormant bermudagrass or bahiagrass.

For best results on winter annuals, treat when weeds are in an early growth stage (below 6 inches in height) after most have germinated. For best results on tall fescue, treat when fescue is in or beyond the 4 to 6-leaf stage.

Weeds Controlled

Rate recommendations for control or suppression of winter annuals and tall fescue are listed below.

Apply the recommended rates of this product in 10 to 25 gallons of water per acre plus 2 quarts nonionic surfactant per 100 gallons of total spray volume.

Weeds Controlled or Suppressed †

Note: C = Controlled; S = Suppressed

Weed Species	Rate of Rodeo (Fluid Ounces Per Acre)					
	6	9	12	18	24	48
Barley, little <i>Hordeum pusillum</i>	S	C	C	C	C	C
Bedstraw, catchweed <i>Galium aparine</i>	S	C	C	C	C	C
Bluegrass, annual <i>Poa annua</i>	S	C	C	C	C	C
Chervil <i>Chaerophyllum tainturieri</i>	S	C	C	C	C	C
Chickweed, common <i>Stellaria media</i>	S	C	C	C	C	
Clover, crimson <i>Trifolium incarnatum</i>	•	S	S	C	C	C
Clover, large hop <i>Trifolium campestre</i>	•	S	S	C	C	C
Speedwell, corn <i>Veronica arvensis</i>	S	C	C	C	C	C
Fescue, tall <i>Festuca arundinacea</i>	•	•	•	•	S	S
Geranium, Carolina <i>Geranium carolinianum</i>	•	•	S	S	C	C
Henbit <i>Lamium amplexicaule</i>	•	S	C	C	C	C
Ryegrass, Italian <i>Lolium multiflorum</i>	•	•	S	C	C	C
Vetch, common <i>Vicia sativa</i>	•	•	S	C	C	C

† These rates apply only to sites where an established competitive turf is present.

Release of Actively Growing Bermudagrass

NOTE: Use only on sites where bahiagrass or bermudagrass are desired for ground cover and some temporary injury or yellowing of the grasses can be tolerated.

When applied as directed, this product will aid in the release of bermudagrass by providing control of annual species listed in the "Weeds Controlled" section in this label, and suppression or partial control of certain perennial weeds.

For control or suppression of those annual species listed in this label, use 3/4 to 2 1/4 pints of this product as a broadcast spray in 10 to 25 gallons of spray solution per acre, plus 2 quarts of a nonionic surfactant per 100 gallons of total spray volume. Use the lower rate when treating annual weeds below 6 inches in height (or length of runner in annual vines). Use the higher rate as size of plants increases or as they approach flower or seedhead formation.

Use the higher rate for partial control or longer-term suppression of the following perennial species. Use lower rates for shorter-term suppression of growth.

Bahiagrass	Johnsongrass [†]
Dallisgrass	Trumpet creeper ^{††}
Fescue (tall)	Vaseygrass

[†] Johnsongrass is controlled at the higher rate.

^{††} Suppression at the higher rate only.

Use only on well-established bermudagrass. Bermudagrass injury may result from the treatment but regrowth will occur under moist conditions. Repeat applications in the same season are not recommended, since severe injury may result.

Bahiagrass Seedhead and Vegetative Suppression

When applied as directed in the "Noncrop Sites" section in this label, this product will provide significant inhibition of seedhead emergence and will suppress vegetative growth for a period of approximately 45 days with single applications and approximately 120 days with sequential applications.

Apply this product 1 to 2 weeks after full green-up of bahiagrass or after the bahiagrass has been mowed to a uniform height of 3 to 4 inches. Applications must be made prior to seedhead emergence. Apply 5 fluid ounces per acre of this product, plus 2 quarts of an approved nonionic surfactant per 100 gallons of total spray volume in 10 to 25 gallons of water per acre.

Sequential applications of this product plus nonionic surfactant may be made at approximately 45-day intervals to extend the period of seedhead and vegetative growth suppression. For continued vegetative growth suppression, sequential applications must be made prior to seedhead emergence.

Apply no more than 2 sequential applications per year. As a first sequential application, apply 3 fluid ounces of this product per acre plus nonionic surfactant. A second sequential application of 2 to 3 fluid ounces per acre plus nonionic surfactant may be made approximately 45 days after the last application.

Annual Grass Growth Suppression

For growth suppression of some annual grasses, such as annual ryegrass, wild barley and wild oats growing in coarse turf on roadsides or other industrial areas, apply 3 to 4 ounces of this product in 10 to 40 gallons of spray solution per acre. Mix 2 quarts of a nonionic surfactant per 100 gallons of spray solution. Applications should be made when annual grasses are actively growing and before the seedheads are in the boot stage of development. Treatments made after seedhead emergence may cause injury to the desired grasses.

Weeds Controlled

Annual Weeds

Apply to actively growing annual grasses and broadleaf weeds.

Allow at least 3 days after application before disturbing treated vegetation. After this period the weeds may be mowed, tilled or burned. See "Directions for Use," "General Information" and "Mixing

and Application Instructions" for labeled uses and specific application instructions.

Broadcast Application Rates: Use 1 1/2 pints of this product per acre plus 2 or more quarts of a nonionic surfactant per 100 gallons of spray solution if weeds are less than 6 inches tall. If weeds are greater than 6 inches tall, use 2 1/2 pints of this product per acre plus 2 or more quarts of an approved nonionic surfactant per 100 gallons of spray solution.

Hand-Held, High-Volume Application Rates: Use a 3/4 percent solution of this product in water plus 2 or more quarts of a nonionic surfactant per 100 gallons of spray solution and apply to foliage of vegetation to be controlled.

When applied as directed, Rodeo plus nonionic surfactant will control the following annual weeds:

Common Name	Scientific Name
Balsamapple [†]	<i>Momordica charantia</i>
Barley	<i>Hordeum vulgare</i>
Barnyardgrass	<i>Echinochloa crus-galli</i>
Bassia, fivehook	<i>Bassia hyssopifolia</i>
Bluegrass, annual	<i>Poa annua</i>
Bluegrass, bulbous	<i>Poa bulbosa</i>
Brome	<i>Bromus spp.</i>
Buttercup	<i>Ranunculus spp.</i>
Cheat	<i>Bromus secalinus</i>
Chickweed, mouseear	<i>Cerastium vulgatum</i>
Cocklebur	<i>Xanthium strumarium</i>
Corn, volunteer	<i>Zea mays</i>
Crabgrass	<i>Digitaria spp.</i>
Dwarf dandelion	<i>Krigia cespitosa</i>
False flax, smallseed	<i>Camelina microcarpa</i>
Fiddleneck	<i>Amsinckia spp.</i>
Flaxleaf fleabane	<i>Conyza bonariensis</i>
Fleabane	<i>Erigeron spp.</i>
Foxtail	<i>Setaria spp.</i>
Foxtail, Carolina	<i>Alopecurus carolinianus</i>
Groundsel, common	<i>Senecio vulgaris</i>
Horseweed/Marestail	<i>Conyza canadensis</i>
Kochia	<i>Kochia scoparia</i>
Lambsquarters, common	<i>Chenopodium album</i>
Lettuce, prickly	<i>Lactuca scariola</i>
Morningglory	<i>Ipomoea spp.</i>
Mustard, blue	<i>Chorispora tenella</i>
Mustard, tansy	<i>Descurainia pinnata</i>
Mustard, tumble	<i>Sisymbrium altissimum</i>
Mustard, wild	<i>Sinapis arvensis</i>
Oats, wild	<i>Avena fatua</i>
Panicum	<i>Panicum spp.</i>
Pennycress, field	<i>Thlaspi arvense</i>
Pigweed, redroot	<i>Amaranthus retroflexus</i>
Pigweed, smooth	<i>Amaranthus hybridus</i>
Ragweed, common	<i>Ambrosia artemisiifolia</i>
Ragweed, giant	<i>Ambrosia trifida</i>
Rocket, London	<i>Sisymbrium ino</i>
Rye	<i>Secale cereale</i>
Ryegrass, Italian ^{††}	<i>Lolium multiflorum</i>
Sandbur, field	<i>Cenchrus spp.</i>
Shattercane	<i>Sorghum bicolor</i>
Shepherd's-purse	<i>Capsella bursa-pastoris</i>
Signalgrass, broadleaf	<i>Bracharia platyphylla</i>
Smartweed, Pennsylvania	<i>Polygonum pensylvanicum</i>
Sowthistle, annual	<i>Sonchus oleraceus</i>

Spanishneedles ^{††}	<i>Bidens bipinnata</i>
Stinkgrass	<i>Eragrostis ciliaris</i>
Sunflower	<i>Helianthus annuus</i>
Thistle, Russian	<i>Salsola kali</i>
Spurry, umbrella	<i>Holosteum umbellatum</i>
Velvetleaf	<i>Abutilon theophrasti</i>
Wheat	<i>Triticum aestivum</i>
Witchgrass	<i>Panicum capillare</i>

[†] Apply with hand-held equipment only.

^{††} Apply 3 pints of this product per acre.

Annual weeds will generally continue to germinate from seed throughout the growing season. Repeat treatments will be necessary to control later germinating weeds.

Perennial Weeds

Apply Rodeo to control most vigorously growing perennial weeds. Unless otherwise directed, apply when target plants are actively growing and most have reached early head or early bud stage of growth. Unless otherwise directed, allow at least 7 days after application before disturbing vegetation.

NOTE: If weeds have been mowed or tilled, do not treat until regrowth has reached the recommended stages. Fall treatments must be applied before a killing frost.

Repeat treatments may be necessary to control weeds regenerating from underground parts or seed.

Specific Weed Control Recommendations: For perennial weeds, apply the recommended rate plus 2 or more quarts of a nonionic surfactant per 100 gallons of spray solution. See the "General Information", "Directions for Use" and "Mixing and Application" sections in this label for specific uses and application instructions.

When applied as directed, Rodeo plus nonionic surfactant will control the following perennial weeds: (Numbers in parentheses "-" following common name of a listed weed species refer to "Specific Perennial Weed Control Recommendations" for that weed which follow the species listing.)

Common Name	Scientific Name
Alfalfa (31)	<i>Medicago sativa</i>
Alligatorweed [†] (1)	<i>Alternanthera philoxeroides</i>
Anise/Fennel (31)	<i>Foeniculum vulgare</i>
Artichoke, Jerusalem (31)	<i>Helianthus tuberosus</i>
Bahiagrass (31)	<i>Paspalum notatum</i>
Bermudagrass (2)	<i>Cynodon dactylon</i>
Bindweed, field (3)	<i>Convolvulus arvensis</i>
Bluegrass, Kentucky (12)	<i>Poa pratensis</i>
Blueweed, Texas (3)	<i>Helianthus ciliaris</i>
Brackenfern (4)	<i>Pteridium spp.</i>
Bromegrass, smooth (12)	<i>Bromus inermis</i>
Canarygrass, reed (12)	<i>Phalaris arundinacea</i>
Cattail (5)	<i>Typha spp.</i>

Clover, red (31)
Clover, white (31)
Cogongrass (6)
Cordgrass (7)
Cutgrass, giant [†] (8)
Dallisgrass (31)
Dandelion (31)
Dock, curly (31)
Dogbane, hemp (9)
Fescue (31)
Fescue, tall (10)
Guineagrass (11)
Hemlock, poison (31)
Horsenettle (31)
Horseradish (9)
Ice Plant (22)
Johnsongrass (12)
Kikuyugrass (21)
Knapweed (9)
Lantana (13)
Lespedeza, common (31)
Lespedeza, sericea (31)
Loosestrife, purple (14)
Lotus, American (15)
Maidencane (16)
Milkweed (17)
Muhly, wirestem (21)
Mullein, common (31)
Napiagrass (31)
Nightshade, silverleaf (3)
Nutsedge, purple (18)
Nutsedge, yellow (18)
Orchardgrass (12)
Pampasgrass (19)
Paragrass (16)
Phragmites ^{††} (20)
Quackgrass (21)
Reed, giant (22)
Ryegrass, perennial (12)
Smartweed, swamp (31)
Spatterdock (23)
Starthistle, yellow (31)
Sweet potato, wild [†] (24)
Thistle, artichoke (25)
Thistle, Canada (25)
Timothy (12)
Torpedograss [†] (26)
Tules, common (27)
Vaseygrass (31)
Velvetgrass (31)
Waterhyacinth (28)
Waterlettuce (29)
Waterprimrose (30)
Wheatgrass, western (12)

<i>Trifolium pratense</i>
<i>Trifolium repens</i>
<i>Imperata cylindrica</i>
<i>Spartina spp.</i>
<i>Zizaniopsis miliacea</i>
<i>Paspalum dilatatum</i>
<i>Taraxacum officinale</i>
<i>Rumex crispus</i>
<i>Apocynum cannabinum</i>
<i>Festuca spp.</i>
<i>Festuca arundinacea</i>
<i>Panicum maximum</i>
<i>Conium maculatum</i>
<i>Solanum carolinense</i>
<i>Armoracia rusticana</i>
<i>Mesembryanthemum crystallinum</i>
<i>Sorghum halepense</i>
<i>Pennisetum clandestinum</i>
<i>Centaurea repens</i>
<i>Lantana camara</i>
<i>Lespedeza striata</i>
<i>Lespedeza cuneata</i>
<i>Lythrum salicaria</i>
<i>Nelumbo lutea</i>
<i>Panicum hematomon</i>
<i>Asclepias spp.</i>
<i>Muhlenbergia frondosa</i>
<i>Rubus thapsus</i>
<i>Pennisetum purpureum</i>
<i>Solanum elaeagnifolium</i>
<i>Cyperus rotundus</i>
<i>Cyperus esculentus</i>
<i>Dactylis glomerata</i>
<i>Cortaderia jubata</i>
<i>Bracharia mutica</i>
<i>Phragmites spp.</i>
<i>Agropyron repens</i>
<i>Arundo donax</i>
<i>Lolium perenne</i>
<i>Polygonum coccineum</i>
<i>Nuphar luteum</i>
<i>Centaurea solstitialis</i>
<i>Ipomoea pandurata</i>
<i>Cynara cardunculus</i>
<i>Cirsium arvense</i>
<i>Phleum pratense</i>
<i>Panicum repens</i>
<i>Scirpus acutus</i>
<i>Paspalum urvillei</i>
<i>Holcus spp.</i>
<i>Eichornia crassipes</i>
<i>Pistia stratiotes</i>
<i>Ludwigia spp.</i>
<i>Agropyron smithii</i>

[†] Partial control.

^{††} Partial control in southeastern states. See "Specific Weed Control Recommendations" below.

Specific Perennial Weed Control Recommendations:

1. **Alligatorweed:** Apply 6 pints of this product per acre as a broadcast spray or as a 1 1/4 percent solution with hand-held equipment to provide partial control of alligatorweed. Apply when most of the target plants are in bloom. Repeat applications will be required to maintain such control.
2. **Bermudagrass:** Apply 7 1/2 pints of this product per acre as a broadcast spray or as a 1 1/2 percent solution with hand-held equipment. Apply when target plants are actively growing and when seedheads appear.
3. **Blindweed, field / Silverleaf Nightshade / Texas Blueweed:** Apply 6 to 7 1/2 pints of this product per acre as a broadcast spray west of the Mississippi River and 4 1/2 to 6 pints of this product per acre east of the Mississippi River. With hand-held equipment, use a 1 1/2 percent solution. Apply when target plants are actively growing and are at or beyond full bloom. For silverleaf nightshade, best results can be obtained when application is made after berries are formed. Do not treat when weeds are under drought stress. New leaf development indicates active growth. For best results apply in late summer or fall.
4. **Brackenfern:** Apply 4 1/2 to 6 pints of this product per acre as a broadcast spray or as a 3/4 to 1 percent solution with hand-held equipment. Apply to fully expanded fronds which are at least 18 inches long.
5. **Cattail:** Apply 4 1/2 to 6 pints of this product per acre as a broadcast spray or as a 3/4 percent solution with hand-held equipment. Apply when target plants are actively growing and are at or beyond the early-to-full bloom stage of growth. Best results are achieved when application is made during the summer or fall months.
6. **Cogongrass:** Apply 4 1/2 to 7 1/2 pints of this product per acre as a broadcast spray. Apply when cogongrass is at least 18 inches tall and actively growing in late summer or fall. Allow 7 or more days after application before tillage or mowing. Due to uneven stages of growth and the dense nature of vegetation preventing good spray coverage, repeat treatments may be necessary to maintain control.
7. **Cordgrass:** Apply 4 1/2 to 7 1/2 pints of this product per acre as a broadcast spray or as a 1 to 2 percent solution with hand-held equipment. Schedule applications in order to allow 6 hours before treated plants are covered by tidewater. The presence of debris and silt on the cordgrass plants will reduce performance. It may be necessary to wash targeted plants prior to application to improve uptake of this product into the plant.
8. **Cutgrass, giant:** Apply 6 pints of this product per acre as a broadcast spray or as a 1 percent solution with hand-held equipment to provide partial control of giant cutgrass. Repeat applications will be required to maintain such control, especially where vegetation is partially submerged in water. Allow for substantial regrowth to the 7 to 10-leaf stage prior to retreatment.
9. **Dogbane, hemp / Knapweed / Horseradish:** Apply 6 pints of this product per acre as a broadcast spray or as a 1 1/2 percent solution with hand-held equipment. Apply when target plants are actively growing and most have reached the late bud-to-flower stage of growth. For best results, apply in late summer or fall.
10. **Fescue, tall:** Apply 4 1/2 pints of this product per acre as a broadcast spray or as a 1 percent solution with hand-held equipment. Apply when target plants are actively growing and most have reached the boot-to-head stage of growth. When applied prior to the boot stage, less desirable control may be obtained.
11. **Gulmeagrass:** Apply 4 1/2 pints of this product per acre as a broadcast spray or as a 3/4 percent solution with hand-held equipment. Apply when target plants are actively growing and when most have reached at least the 7-leaf stage of growth.
12. **Johnsongrass / Bluegrass, Kentucky / Bromegrass, smooth / Canarygrass, reed / Orchardgrass / Ryegrass, perennial / Timothy / Wheatgrass, western:** Apply 3 to 4 1/2 pints of this product per acre as a broadcast spray or as a 3/4 percent solution with hand-held equipment. Apply when target plants are actively growing and most have reached the boot-to-head stage of growth. When applied prior to the boot stage, less desirable control may be obtained. In the fall, apply before plants have turned brown.
13. **Lantana:** Apply this product as a 3/4 to 1 percent solution with hand-held equipment. Apply to actively growing lantana at or beyond the bloom stage of growth. Use the higher application rate for plants that have reached the woody stage of growth.
14. **Loosestrife, purple:** Apply 4 pints of this product per acre as a broadcast spray or as a 1 to 1 1/2 percent solution using hand-held equipment. Treat when plants are actively growing at or beyond the bloom stage of growth. Best results are achieved when application is made during summer or fall months. Fall treatments must be applied before a killing frost.
15. **Lotus, American:** Apply 4 pints of this product per acre as a broadcast spray or as a 3/4 percent solution with hand-held equipment. Treat when plants are actively growing at or beyond the bloom stage of growth. Best results are achieved when application is made during summer or fall months. Fall treatments must be applied before a killing frost. Repeat treatment may be necessary to control regrowth from underground parts and seeds.
16. **Maldenecane / Paragrass:** Apply 6 pints of this product per acre as a broadcast spray or as a 3/4 percent solution with hand-held equipment. Repeat treatments will be required, especially to vegetation partially submerged in water. Under these conditions, allow for regrowth to the 7 to 10-leaf stage prior to retreatment.
17. **Milkweed, common:** Apply 4 1/2 pints of this product per acre as a broadcast spray or as a 1 1/2 percent solution with hand-held equipment. Apply when target plants are actively growing and most have reached the late bud-to-flower stage of growth.
18. **Nutsedge: purple, yellow:** Apply 4 1/2 pints of this product per acre as a broadcast spray, or as a 3/4 percent solution with hand-held equipment to control existing nutsedge plants and immature nutlets attached to treated plants. Apply when target plants are in flower or when new nutlets can be found at rhizome tips. Nutlets which have not germinated will not be controlled and may germinate following treatment. Repeat treatments will be required for long-term control.
19. **Pampasgrass:** Apply a 1 1/2 percent solution of this product with hand-held equipment when plants are actively growing.
20. **Phragmites:** For partial control of phragmites in Florida and the counties of other states bordering the Gulf of Mexico, apply 7 1/2 pints per acre as a broadcast spray or apply a 1 1/2 percent solution with hand-held equipment. In other areas of the U.S., apply 4 to 6 pints per acre as a broadcast spray or apply a 3/4 percent solution with hand-held equipment for partial control. For best results, treat during late summer or fall months when plants are actively growing and in full bloom. Due to the dense nature of the vegetation, which may prevent good spray coverage and uneven stages of growth, repeat treatments may be necessary to maintain control. Visual control symptoms will be slow to develop.
21. **Quackgrass / Kikuyugrass / Muhly, wirestem:** Apply 3 to 4 1/2 pints of this product per acre as a broadcast spray or as a 3/4 percent solution with hand-held equipment when most quackgrass or wirestem muhly is at least 8 inches in height (3 to 4-leaf stage of growth) and actively growing. Allow 3 or more days after application before tillage.
22. **Reed, giant / Ice plant:** For control of giant reed and ice plant, apply a 1 1/2 percent solution of this product with hand-held equipment when plants are actively growing. For giant reed, best results are obtained when applications are made in late summer to fall.

23. **Spatterdock:** Apply 6 pints of this product per acre as a broadcast spray or as a 3/4 percent solution with hand-held equipment. Apply when most plants are in full bloom. For best results, apply during the summer or fall months.
24. **Sweet potato, wild:** Apply this product as a 1 1/2 percent solution using hand-held equipment. Apply to actively growing weeds that are at or beyond the bloom stage of growth. Repeat applications will be required. Allow the plant to reach the recommended stage of growth before retreatment.
25. **Thistle, Canada / artichoke:** Apply 3 to 4 1/2 pints of this product per acre as a broadcast spray or as a 1 1/2 percent solution with hand-held equipment for Canada thistle. To control artichoke thistle, apply a 2 percent solution as a spray-to-wet application. Apply when target plants are actively growing and are at or beyond the bud stage of growth.
26. **Torpedograss:** Apply 6 to 7 1/2 pints of this product per acre as a broadcast spray or as a 3/4 to 1 1/2 percent solution with hand-held equipment to provide partial control of torpedograss. Use the lower rates under terrestrial conditions, and the higher rates under partially submerged or a floating mat condition. Repeat treatments will be required to maintain such control.
27. **Tules, common:** Apply this product as a 1 1/2 percent solution with hand-held equipment. Apply to actively growing plants at or beyond the seedhead stage of growth. After application, visual symptoms will be slow to appear and may not occur for 3 or more weeks.
28. **Waterhyacinth:** Apply 5 to 6 pints of this product per acre as a broadcast spray or apply a 3/4 to 1 percent solution with hand-held equipment. Apply when target plants are actively growing and at or beyond the early bloom stage of growth. After application, visual symptoms may require 3 or more weeks to appear with complete necrosis and decomposition usually occurring within 60 to 90 days. Use the higher rates when more rapid visual effects are desired.
29. **Waterlettuce:** For control, apply a 3/4 to 1 percent solution of this product with hand-held equipment to actively growing plants. Use higher rates where infestations are heavy. Best results are obtained from mid-summer through winter applications. Spring applications may require retreatment.
30. **Waterprimrose:** Apply this product as a 3/4 percent solution using hand-held equipment. Apply to plants that are actively growing at or beyond the bloom stage of growth, but before fall color changes occur. Thorough coverage is necessary for best control.
31. **Other perennial weeds listed above:** Apply 4 1/2 to 7 1/2 pints of Rodeo per acre as a broadcast spray or apply as a 3/4 to 1 1/2 percent solution with hand-held equipment.

Woody Brush and Trees

NOTE: If brush has been mowed or tilled or trees have been cut, do not treat until regrowth has reached the recommended stage of growth.

Application Rates and Timing

When applied as a 5 to 8 percent solution as a directed application as described in the "Hand-Held and High-Volume Equipment" section, this product will control or partially control all wood brush and tree species listed in this section of this label. Use the higher rate of application for dense stands and larger woody brush and trees.

Specific Brush or Tree Control Recommendations: Numbers in parentheses "(-)" following the common name of a listed brush or tree species refer to "Specific Brush or Tree Control Recommendations" which follow the species listing. See this section for specific application rates and timing for listed species.

For woody brush and trees, apply the recommended rate plus 2 or more quarts of a nonionic surfactant per 100 gallons of spray solution when plants are actively growing and, unless otherwise directed, after full-leaf expansion. Use the higher rate for larger plants and/or dense areas of growth. On vines, use the higher rate for plants that have reached the woody stage of growth. Best results are obtained when application is made in late summer or fall after fruit formation.

In arid areas, best results are obtained when application is made in the spring or early summer when brush species are at high moisture content and are flowering. Ensure thorough coverage when using hand-held equipment. Symptoms may not appear prior to frost or senescence with fall treatments.

Allow 7 or more days after application before tillage, mowing or removal. Repeat treatments may be necessary to control plants regenerating from underground parts or seed. Some autumn colors on undesirable deciduous species are acceptable provided no major leaf drop has occurred. Reduced performance may result if fall treatments are made following a frost.

See the "Directions for Use" and "Mixing and Application Instructions" sections in this label for labeled use and specific application instructions. **When applied as directed, Rodeo plus nonionic surfactant will control the following woody brush plants and trees:** (Numbers in parentheses "(-)" following common name of a listed brush or tree species refer to "Specific Brush or Tree Control Recommendations" for that species which follow the species listing.)

Common Name	Scientific Name
Alder (1)	<i>Alnus spp.</i>
Ash ¹ (20)	<i>Fraxinus spp.</i>
Aspen, quaking (2)	<i>Populus tremuloides</i>
Bearclover, Bearmat (20)	<i>Chamaebatia foliolosa</i>
Birch (3)	<i>Betula spp.</i>
Blackberry (1)	<i>Rubus spp.</i>
Broom, French (4)	<i>Cytisus monspessulanus</i>
Broom, Scotch (4)	<i>Cytisus scoparius</i>
Buckwheat, California ¹ (5)	<i>Eriogonum fasciculatum</i>
Cascara ¹ (20)	<i>Rhamnus purshiana</i>
Catsclaw ¹ (6)	<i>Acacia greggii</i>
Ceanothus (20)	<i>Ceanothus spp.</i>
Chamise (17)	<i>Adenostoma fasciculatum</i>
Cherry, bitter (7)	<i>Prunus emarginata</i>
Cherry, black (7)	<i>Prunus serotina</i>
Cherry, pin (7)	<i>Prunus pensylvanica</i>
Coyote brush (8)	<i>Baccharis consanguinea</i>
Creeper, Virginia ¹ (20)	<i>Parthenocissus quinquefolia</i>
Dewberry (1)	<i>Rubus trivialis</i>
Dogwood (9)	<i>Cornus spp.</i>
Elderberry (3)	<i>Sambucus spp.</i>
Elm ¹ (20)	<i>Ulmus spp.</i>
Eucalyptus, bluegum (10)	<i>Eucalyptus globulus</i>
Hasardia ¹ (5)	<i>Haplopappus squamosus</i>
Hawthorn (2)	<i>Crataegus spp.</i>
Hazel (3)	<i>Corylus spp.</i>
Hickory (9)	<i>Carya spp.</i>
Holly, Florida (11)	<i>Schinus terebinthifolius</i>
(Brazilian peppertree)	
Honeysuckle (1)	<i>Lonicera spp.</i>
Hornbeam, American (20)	<i>Carpinus caroliniana</i>
Kudzu (12)	<i>Pueraria lobata</i>
Locust, black ¹ (20)	<i>Robinia pseudoacacia</i>
Manzanita (20)	<i>Arctostaphylos spp.</i>

Maple, red [†](13)
 Maple, sugar (14)
 Maple, vine [†](20)
 Monkey flower [†](5)
 Oak, black [†](20)
 Oak, northern pin (14)
 Oak, post (1)
 Oak, red (14)
 Oak, southern red (7)
 Oak, white [†](20)
 Persimmon [†](20)
 Poison-ivy (15)
 Poison-oak (15)
 Poplar, yellow [†](20)
 Prunus (7)
 Raspberry (1)
 Redbud, eastern (20)
 Rose, multiflora (16)
 Russian-olive (20)
 Sage: black (17), white
 Sagebrush, California (17)
 Salmonberry (3)
 Salt cedar [†](9)
 Saltbush, sea myrtle (18)
 Sassafras (20)
 Sourwood [†](20)
 Sumac, poison [†](20)
 Sumac, smooth [†](20)
 Sumac, winged [†](20)
 Sweetgum (7)
 Swordfern (20)
 Tallowtree, Chinese (17)
 Thimbleberry (3)
 Tobacco, tree [†](5)
 Trumpet creeper (2)
 Waxmyrtle, southern [†](11)
 Willow (19)

Acer rubrum
Acer saccharum
Acer circinatum
Mimulus guttatus
Quercus velutina
Quercus palustris
Quercus stellata
Quercus rubra
Quercus falcata
Quercus alba
Diospyros spp.
Rhus radicans
Rhus toxicodendron
Liriodendron tulipifera
Prunus spp.
Rubus spp.
Cercis canadensis
Rosa multiflora
Elaeagnus angustifolia
Salvia spp.
Artemisia californica
Rubus spectabilis
Tamarix spp.
Baccharis halimifolia
Sassafras albidum
Oxydendrum arboreum
Rhus vernix
Rhus glabra
Rhus copallina
Liquidambar styraciflua
Polystichum munitum
Sapium sebiferum
Rubus parviflorus
Nicotiana glauca
Campsis radicans
Myrica cerifera
Salix spp.

[†]Partial control (See below for control or partial control instructions.)

Specific Brush or Tree Control Recommendations:

- Alder / Blackberry / Dewberry / Honeysuckle / Oak, Post / Raspberry:** For control, apply 4 1/2 to 6 pints per acre as a broadcast spray or as a 3/4 to 1 1/4 percent solution with hand-held equipment.
- Aspen, Quaking / Hawthorn / Trumpet creeper:** For control, apply 3 to 4 1/4 pints of this product per acre as a broadcast spray or as a 3/4 to 1 1/4 percent solution with hand-held equipment.
- Birch / Elderberry / Hazel / Salmonberry / Thimbleberry:** For control, apply 3 pints per acre of this product as a broadcast spray or as a 3/4 percent solution with hand-held equipment.
- Broom, French / Broom, Scotch:** For control, apply a 1 1/4 to 1 1/2 percent solution with hand-held equipment.
- Buckwheat, California / Hasardia / Monkey flower / Tobacco, tree:** For partial control of these species, apply a 3/4 to 1 1/2 percent solution of this product as a foliar spray with hand-held equipment. Thorough coverage of foliage is necessary for best results.
- Catsclaw:** For partial control, apply a 1 1/4 to 1 1/2 percent solution with hand-held equipment when at least 50 percent of the new leaves are fully developed.

- Cherry, bitter / Cherry, black / Cherry, pin / Oak, southern red / Sweetgum / Prunus:** For control, apply 3 to 7 1/2 pints of this product per acre as a broadcast spray or as a 1 to 1 1/2 percent solution with hand-held equipment.
- Coyote brush:** For control, apply a 1 1/4 to 1 1/2 percent solution with hand-held equipment when at least 50 percent of the new leaves are fully developed.
- Dogwood / Hickory / Salt cedar:** For partial control, apply a 1 to 2 percent solution of this product with hand-held equipment or 6 to 7 1/2 pints per acre as a broadcast spray.
- Eucalyptus, bluegum:** For control of eucalyptus resprouts, apply a 1/2 percent solution of this product with hand-held equipment when resprouts are 6 to 12-feet tall. Ensure complete coverage. Apply when plants are actively growing. Avoid application to drought-stressed plants.
- Holly, Florida / Waxmyrtle, southern:** For partial control, apply this product as a 1 1/2 percent solution with hand-held equipment.
- Kudzu:** For control, apply 6 pints of this product per acre as a broadcast spray or as a 1 1/2 percent solution with hand-held equipment. Repeat applications will be required to maintain control.
- Maple, red:** For control, apply as a 3/4 to 1 1/4 percent solution with hand-held equipment when leaves are fully developed. For partial control, apply 2 to 7 1/2 pints of this product per acre as a broadcast spray.
- Maple, sugar / Oak: northern pin / Oak, red:** For control, apply as a 3/4 to 1 1/4 percent solution with hand-held equipment when at least 50 percent of the new leaves are fully developed.
- Polson-ivy / Poison-oak:** For control, apply 6 to 7 1/2 pints of this product per acre as a broadcast spray or as a 1 1/2 percent solution with hand-held equipment. Repeat applications may be required to maintain control. Fall treatments must be applied before leaves lose green color.
- Rose, multiflora:** For control, apply 3 pints of this product per acre as a broadcast spray or as a 3/4 percent solution with hand-held equipment. Treatments should be made prior to leaf deterioration by leaf-feeding insects.
- Sage, black / Sagebrush, California / Chamise / Tallowtree, Chinese:** For control of these species, apply a 3/4 percent solution of this product as a foliar spray with hand-held equipment. Thorough coverage of foliage is necessary for best results.
- Saltbush, sea myrtle:** For control, apply this product as a 1 percent solution with hand-held equipment.
- Willow:** For control, apply 4 1/2 pints of this product per acre as a broadcast spray or as a 3/4 percent solution with hand-held equipment.
- Other woody brush and trees listed above:** For partial control, apply 3 to 7 1/2 pints of this product per acre as a broadcast spray or as a 3/4 to 1 1/2 percent solution with hand-held equipment.

Warranty Disclaimer

Dow AgroSciences warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the label when used in strict accordance with the directions, subject to the inherent risks set forth below. Dow AgroSciences MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

Inherent Risks of Use

It is impossible to eliminate all risks associated with use of this product. Crop injury, lack of performance, or other unintended consequences may result because of such factors as use of the product contrary to label instructions (including conditions noted on the label, such as unfavorable temperatures, soil conditions, etc.), abnormal conditions (such as excessive rainfall, drought, tornadoes, hurricanes), presence of other materials, the manner of application, or other factors, all of which are beyond the control of Dow AgroSciences or the seller. All such risks shall be assumed by buyer.

Limitation of Remedies

The exclusive remedy for losses or damages resulting from this product (including claims based on contract, negligence, strict liability, or other legal theories), shall be limited to, at Dow AgroSciences' election, one of the following:

- (1) Refund of purchase price paid by buyer or user for product bought, or
- (2) Replacement of amount of product used.

Dow AgroSciences shall not be liable for losses or damages resulting from handling or use of this product unless Dow AgroSciences is promptly notified of such loss or damage in writing. In no case shall Dow AgroSciences be liable for consequential or incidental damages or losses.

The terms of the Warranty Disclaimer above and this Limitation of Remedies cannot be varied by any written or verbal statements or agreements. No employee or sales agent of Dow AgroSciences or the seller is authorized to vary or exceed the terms of the Warranty Disclaimer or this Limitation of Remedies in any manner.

*Trademark of Dow AgroSciences LLC
Dow AgroSciences LLC • Indianapolis, IN 46268 U.S.A.

Label Code: D02-148-002
Replaces Label: D02-148-001

EPA-accepted 05/15/2002

Revisions:

1. Update of specific uses allowed in the state of California.

SPECIMEN LABEL



ACTIVE INGREDIENT:
 2,4-Dichlorophenoxyacetic Acid 19.6%
INERT INGREDIENTS: 80.4%
TOTAL..... 100.0%

Equivalent to 19.6% 2,4-D Acid or 1.74 lb./gal.
 Isomer specific by AOAC Method 6.D01-5 (12th Ed.)
 Patent No. 5,877,112
 Other Patents Pending

<p>KEEP OUT OF REACH OF CHILDREN DANGER-PELIGRO Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand the label, find someone to explain it to you.)</p>
<p>PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS DANGER - PELIGRO Corrosive. Causes irreversible eye damage. Do not get in eyes or on clothing. Harmful if swallowed. Prolonged or frequently repeated skin contact may cause allergic reactions in some individuals.</p>
<p>FIRST AID</p> <p>IF IN EYES: • Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor immediately for advice.</p>
<p>IF ON SKIN OR CLOTHING: • Take off contaminated clothing. • Rinse immediately with plenty of water for 15-20 minutes. • Call a poison control center or doctor for treatment advice.</p>
<p>IF SWALLOWED:</p> <ul style="list-style-type: none"> • Call a poison control center or doctor immediately for advice. • Have person sip a glass of water.

- Do not induce vomiting unless instructed to do so by poison control center or doctor.
- Do not give anything by mouth to an unconscious or convulsing person.

- IF INHALED:**
- Move victim to fresh air.
 - If person is not breathing, call 911 or an ambulance, then give artificial respiration preferably mouth-to-mouth if possible.
 - Call a poison control center or doctor immediately for further treatment advice.

HOTLINE NUMBER
 Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For emergency assistance call toll-free, 1-800-424-9300 (ChemTrec).

NOTE TO PHYSICIAN: Probable mucosal damage may contraindicate the use of gastric lavage.

EPA REG. NO. 5905-549
 NET CONTENTS: † 1 Gallon (3.785 Liters)
 † 2.5 Gallons (9.46 Liters)
 † 30 Gallons (113.55 Liters)
 † 55 Gallons (208.18 Liters)
 † 250 Gallons (946.25 Liters)

EPA EST. NO.: First Letters of Product Batch Code Indicate Producing Establishment. 5905-AR-1=WA • 5905-GA-1=CG • 5905-IA-1=DI • 5905-CA-1=KC SN 040207

MANUFACTURED FOR
HELENA CHEMICAL COMPANY
 225 SCHILLING BOULEVARD, SUITE 300
 COLLIERVILLE, TENNESSEE 38017

PERSONAL PROTECTIVE EQUIPMENT
 Some materials that are chemical resistant to this product are listed below. If you want more options, follow the instructions for category F on an EPA chemical resistance category selection chart.

- Applicators and other handlers must wear:**
- Long-Sleeved shirt and long pants
 - Chemical-resistant gloves, such as Barrier Laminate, Nitrile Rubber, Neoprene Rubber, or Viton
 - Shoes plus socks
 - Protective Eyewear
 - Chemical-resistant apron when cleaning equipment, mixing or loading

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other

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SPECIMEN LABEL

laundry. After each day of use, clothing or PPE must not be re-used until it has been cleaned.

If this container contains over 1 gallon and less than 5 gallons, mixers and loaders who do not use a mechanical system (probe and pump) to transfer the contents of this container must wear coveralls or a chemical-resistant apron in addition to the other required PPE.

If this container contains 5 gallons or more in capacity, do not open pour. A mechanical system (such as a probe and pump or spigot) must be used for transferring the contents of this container. If the contents of a non-refillable pesticide container are emptied, the probe must be rinsed before removal. If the mechanical system is used in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240 (d) (4)], the handler PPE requirements may be reduced or modified as specified in the WPS.

Engineering Control Statements

When handlers use enclosed cabs, or aircraft in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240 (d)(4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

USER SAFETY RECOMMENDATIONS

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

ENVIRONMENTAL HAZARDS

For terrestrial uses, do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark, unless otherwise specified by label. Do not apply when weather conditions favor drift from target area. Spray equipment used in applying this product should be thoroughly cleaned before using for any other purpose. Use repeated flushing with soap and warm water or suitable chemical cleaner. It is best to use a separate sprayer for application of insecticides and fungicides. Do not contaminate water by cleaning of equipment or disposal of washwaters.

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This product is toxic to aquatic invertebrates. Drift or runoff may adversely affect aquatic invertebrates and non-target plants.

Groundwater Contamination: Most cases of groundwater contamination involving phenoxy herbicides such as 2,4-D have been associated with mixing/loading and disposal sites. Caution should be exercised when handling 2,4-D pesticides at such sites to prevent contamination of groundwater supplies. Use of closed systems for mixing or transferring this pesticide will reduce the probability of spills. Placement of the mixing/loading equipment on an impervious pad to contain spills will help prevent groundwater contamination.

This product may cause injury to desirable plants by contacting foliage, stems or roots. Use care in all applications to avoid surface water or soil transport to non-target plant areas. Avoid contamination of irrigation or domestic water supplies. Avoid applications in the vicinity of susceptible plants or when winds are blowing toward nearby susceptible plants or when temperature inversions are expected. Avoid direct application or spray drift to susceptible plants since very small quantities of this herbicide can cause severe injury in the growing or dormant period. Plants contacted may be killed or suffer significant injury resulting in grade or yield losses. Do not apply in greenhouses.

The following steps may be helpful in reducing possible spray drift from ground or aerial applications:

- 1) keep the spray discharge as near to the target as possible while getting good coverage,
- 2) increase the volume of spray mixture per acre,
- 3) use low spraying pressures (as measured at the nozzle tips),
- 4) use nozzles which produce coarse spray droplets while still providing adequate weed coverage,
- 5) limit applications when wind is blowing toward nearby susceptible crops or valuable plants,
- 6) make applications when wind velocity is more favorable for on-target deposition - a general guide for application would be a) wind velocity of 0-2 mph may indicate a temperature inversion which can permit drift; b) wind velocity of 3-7 mph usually indicates good conditions, but check wind direction relative to nearby susceptible crops always allowing for wind shift; c) wind velocity 7-10 mph is acceptable if wind direction is favorable and no susceptible crops are in the vicinity always allowing for wind shift; d) wind velocity of 10-15 mph is usually not desirable except in areas of stronger prevailing winds when direction is favorable and no susceptible crops are

SPECIMEN LABEL

in the vicinity always allowing for wind shift; an agriculturally accepted drift retardant is suggested; and e) if wind velocity is over 15 mph do not spray,

- 7) properly maintain and calibrate all spray equipment,
- 8) for aerial applications, use an effective spray boom length that is no more than 75% of the wingspan or rotor diameter, and
- 9) use an agriculturally accepted drift retardant designed to increase droplet size.

CHEMIGATION PROHIBITION

Do not apply this product through any type of irrigation system.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE), and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 48 hours.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is:

- Coveralls
- Chemical-resistant gloves such as Barrier Laminate, Nitrile Rubber, Neoprene Rubber, or Viton
- Shoes plus socks
- Protective Eyewear

NON-AGRICULTURAL USE REQUIREMENTS

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for agricultural pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.

USE REQUIREMENTS FOR PASTURES, PERENNIAL GRASSLANDS, RANGELAND, FALLOW LAND AND NONCROP AREAS:

Do not enter treated areas until spray has dried. For early entry to treated areas, wear eye protection, chemical-resistant gloves, long-sleeved shirt, long pants, shoes and socks.

TURF USE REQUIREMENTS: Do not allow persons (other than applicator) or pets on treated area during application. Do not enter treated areas until spray has dried. **NOTE:** For application to turf being grown for sale or other commercial use as sod, or for commercial seed production, or for research purposes, follow AGRICULTURAL USE REQUIREMENTS on this label.

STORAGE AND DISPOSAL

PROHIBITIONS: Do not contaminate water, food, or feed by storage or disposal. Do not store under conditions which might adversely affect the container or its ability to function properly.

STORAGE: Do not store below temperature of 0°F. If frozen, warm to 40°F and re-dissolve before using by rolling or shaking container. This product can be stored in an unheated building. Store in a safe manner. Store in original container only. Keep container tightly closed when not in use. Reduce stacking height where local conditions can affect package strength.

PESTICIDE DISPOSAL: Pesticide wastes are toxic. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal law and may contaminate groundwater. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

CONTAINER DISPOSAL:

Metal: Triple rinse (or equivalent). Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary

SPECIMEN LABEL

landfill, or by other procedures approved by state and local authorities.

Plastic: Triple rinse (or equivalent). Then offer for recycling or reconditioning, or puncture and dispose of in a sanitary landfill, or incineration, or, if allowed by state and local authorities, by burning. If burned, stay out of smoke.

Returnable-Refillable Container (Drum): After use, return the container to the point of purchase or designated locations. This container must only be filled with **SINKERBALL™**. **DO NOT RE-USE THIS CONTAINER FOR ANY OTHER PURPOSE.** Prior to refilling, inspect thoroughly for damage such as cracks, punctures, abrasions, and damaged or worn out threads on closure devices. Do not refill or transport damaged or leaking containers. Check for leaks after refilling and before transportation. If the container is not being refilled, return to the point of purchase.

GENERAL INFORMATION

Local conditions and application method may affect performance of this product. User should consult local extension service, agricultural experiment station, or university weed specialists, and state regulatory agencies for recommendations in your area.

Best results are obtained when product is applied to young succulent weeds that are actively growing. Application rates lower than recommended will not be satisfactory on susceptible annual weeds. For perennial weeds, the higher recommended rates should be used. Some plants and weeds, especially woody varieties, are hard to control and may require repeat applications. Application rates should be 1 to 5 gallons of total spray by air or 5 to 25 gallons by ground equipment unless otherwise directed. In either case, use the same amount of **SINKERBALL™** per acre. **SINKERBALL™** should not be allowed to come into contact with susceptible desirable species. If stored below freezing, it may be necessary to warm product to 40°F and agitate before using. This does not affect the efficiency of the product. Spray equipment used to apply **SINKERBALL™** or other products containing 2,4-D should not be used for any other purpose until thoroughly cleaned with a suitable chemical cleaner.

WEEDS CONTROLLED

SINKERBALL™ will control or partially control the following as well as many other noxious plants susceptible to 2,4-D:

Alders	Alligatorweed
American Lotus	Arrowhead
Artichoke	Austrian Fieldcress
Biden	Bittersweet
Bittercress, smallflower	Black-eyed Susan
Bitterweed	Bitter wintercress

Blessed Thistle	Blue lettuce
Blue Thistle	Blueweed, Texas
Box elder	Broomweed, common
Buckhorn	Bull nettle
Bull Thistle	Bulrush
Burdock, common	Bur ragweed
Buttercup, smallflowered	Burhead
Carpetweed	Carolina geranium
Chickweed	Catnip
Chicory	Cinquefoil, common & rough
Cockle	Cocklebur, common
Coffeebean	Coffeeweed
Creeping jenny	Cornflower
Croton (Texas, woolly)	Curly indigo
Dandelion	Devil's Claw
	<i>Proboscidea louisianica</i>
Dogfennel (mayweed)	Duckweed
Evening primrose, common	Elderberry
Fanweed	Evening primrose, cutleaf
Fleabane	Fixweed
Florida Pusley	Figwort
Four o'clock	Goosefoot
Frenchweed	Galinsoga (elderberry, hairy)
Goatsbeard	Gumweed
Hemp	Healall
Henbit	Horsetail
Honeysuckle	Indian Mallow
Indigo	Jewelweed
Jerusalem artichoke	Klamathweed
Jimsonweed	Lambsquarters, common
Ladysthumb	Marijuana
Loco, Bigbend	Mallow (Venice, dwarf, little)
Marestail	Marshelder
Mexican weed	Milk vetch
Morningglory (annual, common, ivy, woolly)	Mousetail
Mustards (except blue), prior to bolting	Nutgrass
Parrotfeather	Parsnip
Pennywort	Pennycress (fanweed)
Plantains	Pepperweeds (except perennial)
Peppergrass	Poison ivy
Pokeweed	Poorjoe
Poverty weed	Primrose
Prickly lettuce	Puncture vine
Purslane, common	Quickweed
Radish	Redstem
Ragweeds (common, giant)	Rush
Rough fleabane	Sicklepod
Shepherdspurse	Sowthistle (annual, spiny)
Sneezeweed, bitter	Spatterdock
Spanish Needles	Speedwell
Stinging Nettles	St. John's Wort
Stinkweed	Sumacs
Sunflower	Tanweed
Sweetclover (annual)	Velvetleaf
Tanweed	Venicemallow
Thistles	Virginia copperleaf
Toadflax	Water hyacinth
Tumbleweed	Water plantain
Vetches, except hairy	Water primrose
Virginia creeper	Water shield
Water lily	Wild lettuce
Wild carrot	Wild persnip
Wild hemp	Wild rape
Wild mustard	Wild strawberry
Wild radish	Willow
Wild sweet potato	Wormwood

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SPECIMEN LABEL

Witchweed
Yellow goatsbeard
Yellow starthistle

Yellow rocket

Weeds Partially Controlled (Higher rates and/or repeated applications may be needed):

Alfalfa	Beggaricks
Bindweeds (hedge, European)	Buckbrush
Bull thistle	Canada thistle
Chamise	Clover, red
Corn gromwell	Coyotebrush
Dandelion	Docks
Dogbanes	Goldenrod
Ground ivy	Hawkweed
Henbit	Hoary cress
Ironweed	Mallow
Kochia	
Knotweed	Many-flowered aster
Manzanita	Musk thistle
Nettles	Orange Hawkweed
Prickly lettuce	Peppergrass
Russian thistle	Rabbitbrush
Segebrush (big, sand)	Sage, coastal
Salt Cedar (T. ramossissim)	Salsify (western, common)
Sand shinnery oak	
Smartweed, Pennsylvania	Smartweed, annual
Vervains	Tensyragwort
Western ironweed	Vetch, hairy
Wild garlic	Wild carrot
	Wild onion

Weeds Partially Controlled And For Which Locally Resistant Biotypes May Occur:
Figweed

Weeds Suppressed When Another Labeled Herbicide Is Also Applied:
Bindweed (field) Russian knapweed

MIXING INSTRUCTIONS

SINKERBALL™ is a macro-emulsifiable concentrate formulation intended for dilution in water.

If dry flowable (DF), wettable powder (WP) or flowable (F) tank mix products are to be used, these should generally be added to the spray tank first. Refer to the mixing directions on the labels of the tank mix products.

For best results, thoroughly clean sprayer immediately after use by flushing system with water and heavy duty detergent such as **WIPE OUT®**.

Water Spray. To prepare a water spray mixture, fill clean spray tank about 1/2 to 2/3 full with clean water. With agitation turned on, add the required amount of **SINKERBALL™**. Continue agitation while adding balance of water and during spray operations. **NOTE:** In water this product forms a macro-emulsion and can separate upon prolonged standing. If spray mixture is allowed to stand, agitate again to assure uniformity.

APPLICATION PROCEDURES

Use calibrated spray equipment for all types of applications to assure applying the recommended amount of spray mixture per acre. Use sufficient spray volume within the ranges specified to obtain good coverage of weeds. **SINKERBALL™** is absorbed sufficiently within 1 hour after application to provide adequate weed control.

Ground Broadcast Spray: Unless otherwise specified in the appropriate crop or non-crop directions, apply in 5 or more gallons of spray solution per acre. Use enough spray volume to provide uniform coverage of weeds, taking into account the amount of vegetation present and the type of application equipment to be used. As weed density increase, a higher spray volume may be needed for equivalent coverage and weed control. Typical applications utilize 10 to 50 gallons of spray solution per acre, while certain high volume applications may utilize more than 100 gallons per acre. Use coarse sprays to minimize potential spray drift. Do not apply with hollow cone nozzles or other nozzles that produce fine spray droplets. Boom spraying with flat fan or low volume nozzles is generally most suitable for ground broadcast applications.

Aerial Broadcast Spray: Unless otherwise specified in the directions, apply in 1 to 5 gallons of spray solution per acre. For best coverage and weed control, as well as reduced potential for spray drift, a minimum of 3 gallons per acre is suggested. Avoid using nozzles or nozzle configurations that generate fine droplets. One configuration usually found to be suitable includes straight stream nozzles (such as disk with no swirl plate) directed straight back along the wind stream. Mechanical flagging or GPS (Global Positioning Systems) is suggested to obtain more uniform application.

With fixed-wing or helicopter application, an exactly even swath deposition may not be achieved, and consequently, crop injury or pesticide nonperformance may result wholly or in part. Do not apply by air during periods of thermal inversion. Avoid application if potential for drift is excessive and/or susceptible crops are growing in the vicinity.

TANK MIXES

Unless otherwise prohibited on this label or the label of an intended tank mix product, this product may be applied in combination with any herbicide registered for the same crop, timing, and method of application. Observe the most restrictive label statements of various tank mix products used. **LIABILITY FOR CROP INJURY RESULTING FROM A TANK MIXTURE NOT SPECIFIED ON THIS LABEL, OR SUPPLEMENTAL LABELING DISTRIBUTED FOR**

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SINKERBALL™, IS SPECIFICALLY DISCLAIMED BY HELENA CHEMICAL COMPANY.

COMPATIBILITY

Before full-scale mixing of this product with other herbicides, fertilizer solutions and adjuvants, it is advisable to determine the compatibility of the proposed mixture. Use proportionate quantities of each ingredient and mix in a small container. Always mix one product thoroughly with the diluent before adding another product. If no incompatibility is evident after 30 minutes, the mixture is generally compatible for spraying.

APPLICATIONS

READ ALL PROCEEDING GENERAL SECTIONS OF LABEL AND WARRANTY BEFORE USE.

Unless otherwise specified, applications may be made by ground or air equipment. Ground applications may provide more thorough coverage and better weed control. For selective postemergent weed control, do not add oil, surfactant, fertilizer or other additives unless specifically recommended.

Application Rates:

SINKERBALL™ application rates and spray volumes will vary with the growth stage and population of broadleaf weeds to be controlled. In general the smaller the weed the lower use of the recommended rate range will provide satisfactory control. The larger the weed, the population and environmental conditions will require the higher end of the rate range to achieve satisfactory control especially for many of the perennial broadleaf weeds.

AQUATIC WEED CONTROL

Notice to Applicators: Before application, coordination and approval of local and state authorities may be required, either by letter of agreement or issuance of special permits for such use.

Ground or Surface Application: Do not apply when wind speeds are at or above 10 mph.

Air Application: Do not apply when wind speeds are at or above 5 mph. The restrictions do not apply to subsurface applications used in weed control programs.

FOR AQUATIC WEEDS IN LAKES, PONDS, RESERVOIRS, MARSHES, BAYOUS, DRAINAGE DITCHES, CANALS, AND RIVERS AND STREAMS THAT ARE QUIESCENT OR SLOW MOVING INCLUDING PROGRAMS OF THE TENNESSEE VALLEY AUTHORITY: Use 1 - 5 gallons of **SINKERBALL™** per acre foot. For best results, apply in spring or early summer. A second treatment

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may be needed when weeds show signs of recovery, but no later than September in most areas. Spray to wet foliage thoroughly. Application should be made when leaves are fully developed above water line and plants are actively growing. Apply to attain a concentration of 2 to 4 ppm.

EMERGENT AND FLOATING WEEDS

Air Application: Use drift control spray equipment or thickening agents mixed into the spray solution. Apply 2.5 - 5 gallons per acre through standard boom systems with a minimum of 5 gallons of spray mix per acre. For **MICROFOIL®** drift control spray systems, apply in 12 - 15 gallons spray mix per acre.

Restrictions and Limitations for Aquatic Use:

Do not exceed 4.0 lbs acid equivalent per surface acre per application. Do not reapply less than 10 days after prior application. Do not apply within 1,500 feet of active potable water intakes.

Fish breathe dissolved oxygen in the water and a water/oxygen ratio must be maintained. Decaying weeds use up oxygen. When treating continuous, dense weed masses, it may be appropriate to treat only part of the infestation at a time. For example, apply **SINKERBALL™** in lanes separated by untreated strips that can be treated after vegetation in treated lanes has disintegrated. During the growing season, weeds decompose in a 2 to 3 week period following treatment. Waters having limited and less dense weed infestations may not require partial treatments. Other local factors such as water exchange and sediment load can also influence the dissolved oxygen level.

To avoid fish kill from decaying plant material, do not treat more than one-half the lake or pond at one time. For large bodies of weed infested waters, leave buffer strips of at least 100 feet wide and delay treatment of these strips for 4 to 5 weeks or until the dead vegetation has decomposed.

Surface Application: Apply 2.25 gallons per acre in a minimum spray volume of 5 gallons mix per acre.

Water Use Instructions:

Unless an approved assay indicates that the 2,4-D concentration is 100 ppb (0.1 ppm) or less, or only growing crops and non-crop areas labeled for direct treatment with 2,4-D will be effected, do not use water from treated areas for:

1. Irrigating plants (especially cotton, grapes, and tomatoes).
2. Mixing sprays for agricultural or ornamental plants.

SPECIMEN LABEL

Unless an approved assay indicates the 2,4-D concentration is 70 ppb (0.07 ppm) or less, do not use water from treated areas for potable water (drinking water).

Except as stated above, there are no restrictions on using water from treated areas for fishing, watering livestock or domestic purposes.

SUBMERGED AQUATIC WEEDS

Subsurface Application: Apply 2.5 - 10 gallons per acre foot as a concentrate directly into the water through calibrated distribution systems.

Amount to Apply to Attain Concentration of 2 to 4 ppm.		
Surface Area	Average Depth	2,4-D Acid Equivalent to Apply
1 acre	1 ft.	5.4 to 10.8 lbs
	2 ft.	10.8 to 21.6 lbs
	3 ft.	16.2 to 32.4 lbs
	4 ft.	21.6 to 43.2 lbs
	5 ft.	27 to 54 lbs

WATER HYACINTH (*Eichornia crassipe*): For control of actively growing plants with surface and air applications, use 4 - 8 pints per acre. **Spray the weed mass only.** Use 8 pints when plants are matured or when the weed mass is dense. Repeat as necessary to kill regrowth and hyacinth plants missed in the previous application.

WATER MILFOIL (*Myriophyllum spicatum*): For Eurasian Water Milfoil in programs conducted by the Tennessee Valley Authority (TVA) in dams and reservoirs of the TVA system, **SINKERBALL™** will control Water Milfoil with surface, subsurface and air applications.

To control water milfoil when less than 5 gallons of concentrate per acre is recommended, dilute the concentrate with water to apply a minimum of 5 gallons of spray mix per acre. Do not treat within ½ mile of potable water intakes. Shoreline areas should be treated by sub-surface injection applied by boat to avoid aerial drift. Do not apply when weather conditions favor drift from target area.

CONDITIONS OF SALE - LIMITED WARRANTY AND LIMITATIONS OF LIABILITY AND REMEDIES

Read the Conditions of Sale - Warranty and Limitations of Liability and Remedies before using this product. If the terms are not acceptable, return the product, unopened, and the full purchase price will be refunded.

The directions on this label are believed to be reliable and should be followed carefully. Insufficient control of pests and/or injury to the crop to which the product is applied may result from the occurrence of extraordinary or unusual weather conditions or the failure to follow the label directions or good application practices, all of which are beyond the control of Helena Chemical Company (the "Company") or seller. In addition, failure to follow label directions may cause injury to crops, animals, man or the environment. The Company warrants that this product conforms to the chemical description on the label and is reasonably fit for the purpose referred to in the directions for use subject to the factors noted above which are beyond the control of the Company. The Company makes no other warranties or representations of any kind; express or implied, concerning the product, including no implied warranty of merchantability or fitness for any particular purpose, and no such warranty shall be implied by law.

The exclusive remedy against the Company for any cause of action relating to the handling or use of this product shall be limited to, at Helena Chemical Company's election, one of the following:

1. Refund of the purchase price paid by buyer or user for product bought, or
2. Replacement of the product used

To the extent allowed by law, the Company shall not be liable and any and all claims against the Company are waived for special, indirect, incidental, or consequential damages or expense of any nature, including, but not limited to, loss of profits or income. The Company and the seller offer this product and the buyer and user accept it, subject to the foregoing conditions of sale and limitation of warranty, liability and remedies.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/29/2010

PRODUCER (407)849-0333 FAX: (407)425-5694
 George Eidson Agency, Inc. dba Eidson
 P.O. Box 540209
 2807 Edgewater Dr
 Orlando FL 32854

INSURED
 Charles Aquatics Inc
 6869 Phillips Parkway Dr South
 Jacksonville FL 32256

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nationwide	
INSURER B: Bridgefield Employers	
INSURER C: Markel American	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	77PR686686	3/4/2010	3/4/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	77BA686686	3/4/2010	3/4/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	830344021	5/15/2010	5/15/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C		OTHER Watercraft	0027413	3/4/2010	3/4/2011	Liability: 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
For Information Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Mark Keller/MB1 <i>Mark R Keller</i>



2010-2011 BUSINESS TAX RECEIPT

CITY OF JACKSONVILLE/DUVAL COUNTY

MIKE HOGAN, TAX COLLECTOR

231 E FORSYTH STREET ROOM 130 JACKSONVILLE, FL 32202-3370

PHONE: (904) 630-1918 option 3 FAX: (904) 630-1432

WEBSITE: www.coj.net/c

Note - A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business.
This receipt is furnished pursuant to chapter 770-772 City ordinance codes.

CHARLES AQUATICS, INC
DOUGLAS K CHARLES
6869 S PHILLIPS PARKWAY DR
JACKSONVILLE, FL 32256

ACCOUNT NUMBER: 2097710000

LOCATION ADDRESS: 6869 S PHILLIPS PARKWAY DR
JACKSONVILLE, FL 32256

DESCRIPTION: PUBLIC SERVICE OR REPAIR, NOT SPEC

COUNTY RECEIPT DESC: PUBLIC SERVICE OR REPAIR, NOT SPEC
MUNICIPAL RECEIPT DESC: MC 772.326-15

COUNTY TAX: 13.75
MUNICIPAL TAX: 51.25
TOTAL TAX PAID: 65.00

VALID FROM September 1, 2010 TO September 30, 2011

ATTENTION

THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.
CERTAIN BUSINESS MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. Nor does it exempt the receipt holder from any other license or permit required by law. This is not a certification of the licensee's qualifications.

TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

PAID-3380968.0001-0001 N01 09/20/2010 65.00

LICENSES

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM20062

CHARLES, DOUGLAS KEITH
6869 PHILLIPS PARKWAY DR S
JACKSONVILLE, FL 32246

Categories
SA

Issued: October 23, 2009

Expires: October 31, 2013


Signature of Licensee


CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM17867

CHARLES III, JAMES HAMILTON
14057 FISH EAGLE DR E
JACKSONVILLE, FL 32226

Categories
SA

Issued: June 30, 2010

Expires: May 31, 2014


Signature of Licensee


CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM19759

FULLER, WILLIAM RUTLEDGE
207 7TH AVE S
JACKSONVILLE BEACH, FL 32250

Categories
SA

Issued: April 23, 2009

Expires: April 30, 2013


Signature of Licensee


CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM20183

ANDRESEN, JAY KEITH
1734 ASHMORE GREEN DR
JACKSONVILLE, FL 32246

Categories
SA

Issued: January 27, 2010

Expires: January 31, 2014


Signature of Licensee


CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM20123

WIDEMAN, BRUCE PORTER
6869 PHILLIPS PKWY DR S
JACKSONVILLE, FL 32256

Categories
SA

Issued: December 3, 2009

Expires: December 31, 2013


Signature of Licensee


CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Charlotte Young

From: Ronda Sikes
Sent: Wednesday, November 10, 2010 11:21 AM
To: Charlotte Young
Subject: Quotes

Attachments: 20101110111623016.pdf



2010111011162301
6.pdf (144 KB)...

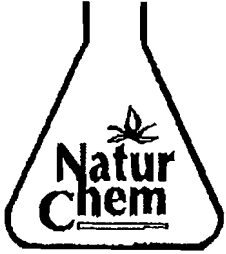
Attached are the additional quotes received for Aquatic Management on Iris Blvd.

If you have any questions regarding this issue, please feel free to contact me via e-mail or at the number listed below.

Thank you,

Ronda Sikes
Nassau County Road & Bridge Dept
96161 Nassau Place
Yulee, FL 32097
904-491-7334
877-588-6860
rsikes@nassaucountyfl.com

STC WATEK MAINTENANCE PROPOSAL



NaturChem, Inc
4134 Highway 441, South
Lake City, FL 32025
Phone: (386)755-3403
Fax: (386)755-1376

PROPOSAL NUMBER: 0056927
PROPOSAL DATE: 8/12/2010
EXPIRE DATE: 12/31/2010
SALESMAN: John Ard

NaturChem, Inc. agrees to provide vegetation management services for:

Billing Address:

Nassau County
37356 Pea Farm Road
Hilliard, FL 32046

Phone Number: (904) 845-3610
Fax Number: 904-321-5926

Ext:

Location Address

Nassau County
Retention Pond
4523 Irls Blvd.
Callahan, FL

Confirm To: Rhonda Sikes
Phone Number: 904-491-7334

Under the following terms:

1. If immediate follow-up service is required please call the number referenced above.
2. Materials used will be environmentally safe.
3. NaturChem will maintain adequate insurance.
4. Payment due upon receipt.

Areas to be treated are:

Cost of Treatment:

1,900.00

Treat retention/drainage pond for paragraas control. Pond size approximately 40' x 1,150' or 1.05 acres.

4-quarterly treatments @ \$475.00/per treatment

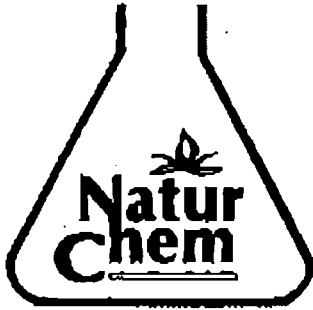
Order Total: 1,900.00

NaturChem Representative

Nassau County
Please remit one signed copy to NaturChem, Inc.



F A X



To: Ms. Rhonda Sikes
Nassau County
Fax number: 904-321-5926

From: John Ard
Fax number: 386-755-1376

Date: 8/13/2010 Pages 2

Regarding:
Stormwater Maintenance Proposal

Phone number for follow-up:
386-755-3403

Comments:

Please find attached our proposal for vegetation management for paragrass control at the retention pond in Callahan. If you have any questions or need additional information please contact John Ard at 478-447-0331.

ATTACH PAYMENT HERE



Home Office
3523 State Rd. 419
Winter Springs, FL 32708
(407) 327-1080
1-800-666-LAKE
FAX (407) 327-7930

Water Management Agreement

MAS

This Agreement, made this _____ day of _____ 20__ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

NAME _____

BILLING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS _____

Hereinafter called "CUSTOMER"

REQUESTED START DATE: _____

PURCHASE ORDER #: _____

The parties hereto agree to follows:

A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

One (1) pond associated with Nassau County Roads and Bridges - Iris Blvd, Callahan, FL

Includes a minimum of twelve (12) inspections and treatments, as necessary, for control and prevention of noxious aquatic weeds and algae..

B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

Table with 2 columns: Service Description and Amount. Includes items like Underwater and Floating Vegetation Control Program, Shoreline Grass and Brush Control Program, Pollution Liability Insurance, and Monthly Written Service Reports.

\$750.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance to be paid in advance in monthly installments of \$250.00, plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
D. THE LAKE DOCTORS agrees to commence treatment within fifteen (15) business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before September 16, 2010.
F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed [Signature]
MARK A. SEYMOUR, SALES MANAGER

Signed _____ Dated _____ Name _____
Name _____

OFFICE/CUSTOMER