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6/15/2010

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF CHEMICAL SAFETY
AND POLLUTION PREVENTION

Janet P. Baguhn
Compliance Manager
Howard Johnson's Enterprises
700 West Virginia Street, # 222
Milwaukee, WI 53204

JUN 15 2010

Subject: Label Amendment – Alternate Household Product Environmental Hazards Language
EPA Registration Number: 32802-71
Product Name: Dithiopyr 0.107 Plus
Decision #: 430890

The label amendments referred to above, submitted in connection with registration under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), as amended are acceptable provided that you make the following changes:

- 1) The "GENERAL INFORMATION" header on page 1 must be replaced with "PRODUCT INFORMATION".
- 2) Assure that the net weight of the product is expressed in pounds (lbs.) on page 1 of the product label.
- 3) Per the Label Review Manual, the Container Disposal statement in the Storage and Disposal box on page 2 must read as follows:

"Container Disposal: Nonrefillable container. Do not reuse or refill this container. Completely empty bag into application equipment. Then offer for recycling if available or dispose of empty bag in a sanitary landfill or by incineration or, if allowed by state and local authorities, by burning. If burned, stay out of smoke."

- 4) The Container Disposal statement for household use product must read as follows:

Container Disposal: Nonrefillable container. Do not reuse or refill this container. If empty: Place in trash or offer for recycling if available. If partly filled: Call your local solid waste agency for disposal instructions. Never place any unused product down any indoor or outdoor drain."

- 5) Per the Label Review Manual, the phrase "To the extent consistent with applicable law" must be added to the beginning of the third sentence in the first alternate WARRANTY AND DISCLAIMER paragraph on page 2 for the statement to read:

"To the extent consistent with applicable law, manufacturer/seller makes no other warranty, expressed or implied, and shall not be liable for indirect or consequential damages."

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- 6) Per the Label Review Manual, the phrase “To the extent consistent with applicable law” must be added to the beginning of the third, fourth, and fifth sentences in the second alternate WARRANTY AND DISCLAIMER paragraph on page 2. Add the text in bold for the paragraph to read:

“WARRANTY AND DISCLAIMER: Manufacturer/seller warrants that this product conforms to the ingredient statement on the label, and that the product is reasonably suited for the labeled use when applied according to directions. Buyer and user assumes all risks and liability of use, storage and/or handling of this product not in accordance with the terms of this label. **To the extent consistent with applicable law**, no other warranty, expressed or implied, is made concerning the merchantability or fitness for a particular purpose. **To the extent consistent with applicable law**, manufacturer’s/seller’s liability shall be limited to the purchase price of the product. **To the extent consistent with applicable law**, in no case shall manufacturer/seller be liable for consequential or incidental damages or loss.”

- 7) Per the Label Review Manual, the phrase “To the extent consistent with applicable law” must be added to the beginning of the fourth and seventh sentences in the alternate NOTICE paragraph on page 2. Additionally, the phrase “Except as expressly provided” must replace the phrase “Except as warranted by this label” at the beginning of the sixth sentence. Add the text in bold for the statements to read:

“**To the extent consistent with applicable law**, in no case shall manufacturer/seller be liable for consequential, special or indirect damages resulting from the use or handling of this product. All such risks shall be assumed by the buyer. **Except as warranted by this label**, manufacturer/seller makes no other warranties or representations, expressed or implied, or by usage of trade, statutory or otherwise, including, but not limited to, merchantability, fitness for a particular purpose, use or eligibility of the product for any particular trade usage. **To the extent consistent with applicable law**, buyer’s or user’s exclusive remedy for loss or damage resulting from this product shall be limited to the cost of the product.”

- 8) The marketing claim on page 3 that reads “No Phosphate Formula” may only be used if this product contains no phosphate. If the product contains phosphate, this claims must be deleted from the label. Note: The Guaranteed Analysis box on page 1 must list 0.00% phosphate in order for this claim to be used.

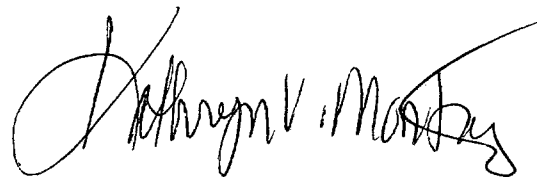
- 9) The marketing claim on page 3 that reads “Phosphate Free fertilizer” may only be used if this product contains no phosphate. If the product contains phosphate, this claim must be deleted from the label. Note: The Guaranteed Analysis box on page 1 must list 0.00% phosphate in order for this claim to be used.

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- 10) Correct the typographical error on page 3 replacing “springf” with “spring” for the claim to read “Apply in early spring, or before germination.
- 11) NOTE: While the Agency is not requesting additional data at this time, you must maintain data in your files supporting marketing and/or efficacy claims made on the product label. If no substantiating data are available, you must delete the claim from the product label.
- 12) NOTE: Should you wish to add/retain a reference to the company's website on your label, then please be aware that the website becomes labeling under the Federal Insecticide Fungicide and Rodenticide Act and is subject to review by the Agency. If the website is false or misleading, the product would be misbranded and unlawful to sell or distribute under FIFRA section 12(a)(1)(E). 40 CFR 156.10(a)(5) list examples of statements EPA may consider false or misleading. In addition, regardless of whether a website is referenced on your product's label, claims made on the website may not substantially differ from those claims approved through the registration process. Therefore should the Agency find or if it is brought to our attention that a website contains false or misleading statements or claims substantially differing from the EPA approved registration, the website will be referred to the EPA's Office of Enforcement and Compliance Assurance.

Products shipped after 18 months from the date on this notice or the next printing of the label whichever occurs first, must bear the new revised label. If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA. Your release for shipment of this product constitutes acceptance of these conditions. This label supersedes all previous accepted labels. As required, you must submit one copy of the final printed label before the product is released for shipment. If you have any questions please contact Michael Walsh by phone at (703) 308-2972 or via email at “walsh.michael@epa.gov”

Sincerely,



Kathryn V. Montague
Product Manager (23)
Herbicide Branch
Registration Division (7505P)

enclosure

DITHIOPYR 0.107 PLUS

SELECTIVE HERBICIDE PLUS FERTILIZER FOR
PREEMERGENCE CONTROL OF LISTED
ANNUAL GRASSES AND BROADLEAF WEEDS
IN ESTABLISHED LAWNS & ORNAMENTAL TURF

ACTIVE INGREDIENT:

Dithiopyr: 3,5-pyridinedicarbothioic acid, 2-(difluoromethyl)-4-(2-methylpropyl)-6-(trifluoromethyl)-S,S-dimethyl ester 0.107%

INERT INGREDIENTS: 99.893%

TOTAL: 100.000%

EPA Reg. No. 32802-71

EPA Est. No. 32802-MO-1 (B)

First letter of bag code shows establishment where manufactured.
See tag attached to bag for fertilizer guaranteed analysis.

Manufactured by:

HOWARD JOHNSON'S ENTERPRISES, INC.
700 W. Virginia Street, Milwaukee, WI 53204-1548

KEEP OUT OF REACH OF CHILDREN
CAUTION: See (back, side, other) panel for further cautions, first aid information and directions for use.

NET WEIGHT: 10, 12, 13, 14, 15, 16, 18, 20, 22, 24, 25, 26, 27, 28, 30, 32, 33, 35, 36, 39, 40, 42, 44, 45, 46, 49, 50, etc.

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION: Causes eye irritation. Harmful if inhaled. Avoid contact with eyes or clothing. Avoid breathing dust. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash before reuse. Prolonged or frequently repeated skin contact may cause allergic reaction in some individuals.

ENVIRONMENTAL HAZARDS: This pesticide is toxic to fish and highly toxic to other aquatic organisms including oysters and shrimp. Use with care when applying to turf areas adjacent to any body of water. Drift or runoff may adversely affect aquatic organisms in adjacent aquatic sites. Do not apply directly to water, or to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not apply when weather conditions favor drift from treated areas. Do not contaminate water when disposing of equipment washwaters.

(Alternate wording for household use:)

ENVIRONMENTAL HAZARDS:

To protect the environment, do not allow pesticide this product to enter or run off into storm drains, drainage ditches, gutters or surface waters. Applying this product in calm weather when rain is not predicted for the next 24 hours will help to ensure that wind or rain does not blow or wash pesticide this product off the treatment treated area. Sweeping any product that lands on a driveway, sidewalk, or street, back onto the treated area of the lawn or garden will help to prevent run off to water bodies or drainage systems.

Guaranteed Analysis

Total Nitrogen (N)	XX.XX%
Available Phosphate (P2O5)	XX.XX%
Soluble Potash (K2O)	XX.XX%

Derived from:

Chlorine (Cl), not more than XX.XX%

First Aid	
If in eyes	<ul style="list-style-type: none"> • 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 for treatment advice.
If inhaled	<ul style="list-style-type: none"> • Move person 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 for further treatment advice.
If on skin or clothing	<ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. • Call a poison control center or doctor for treatment advice.
If swallowed	<ul style="list-style-type: none"> • Call a poison control center or physician immediately for treatment advice. • Have person sip a glass of water if able to swallow. • Do not induce vomiting unless told to do so by the poison control center or physician. • Do not give anything by mouth to an unconscious person.
Hot line number:	
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For information on this pesticide product (including health concerns, medical emergencies, or pesticide incidents), call the National Pesticide Telecommunications Network at 1-800-858-7378.	

Read The entire "Directions for Use" and "Warranty Statement" before using this product. If terms are not acceptable, return the unopened product container at once to the seller.

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

In the State of New York: For use by professional turf applicators only, at no more than 10.74 lbs per 1000 square feet per year (0.5 pounds AI per acre per year). Not for use in Nassau or Suffolk Counties. Not for use on turf being grown for sale or other commercial use as sod, or for commercial seed production, or for research purposes.

GENERAL INFORMATION: This product contains turf fertilizer plus a selective herbicide for control of crabgrass and other annual grasses and broadleaf weeds in established lawns and ornamental turf. Apply this product only to seeded, sodded, or sprigged turf that is well established. Turf must develop a good root system and uniform stand, and have received at least two mowings following seeding, sodding or sprigging before making the first application of this product. Use of this product on turf that is not well established, or weakened by weather, pests or other stress, may increase the chance of turf injury.

This product provides pre-emergence control of crabgrass (large, smooth, and southern species) when applied prior to emergence of crabgrass from the ground. In addition, this product provides "early post-emergence" control during the early stages of growth after crabgrass emerges from the ground. This early post-emergence crabgrass control is limited, and post-emergence applications are only effective if applied before crabgrass has displayed its fifth leaf or first tiler (which generally corresponds to time when you can first see the crabgrass plants in the lawn). The benefit of this post-emergence activity is that it gives the user a 2 to 4 week longer period of time to make applications for effective control of crabgrass.

WHERE TO USE: This product may be used on the following established turfgrasses: Creeping Bentgrass* (*Agrostis palustris*), Kentucky Bluegrass (*Poa pratensis*), Fine Fescue** (*Festuca rubra*), Tall Fescue (*Festuca arundinacea*), Perennial Ryegrass (*Lolium perenne*), Bahiagrass (*Paspalum notatum*), Bermudagrass (*Cynodon dactylon*), Buffalograss*** (*Buchloe dactyloides*), Carpetgrass (*Axonopus compressus*), Centipedegrass (*Eremochloa ophiuroides*), Kikuyugrass (*Pennisetum clandestinum*), St. Augustinegrass

KEEP OUT OF REACH OF CHILDREN
CAUTION: See (back, side, other) panel for further cautions, first aid information and directions for use.

NET WEIGHT: 10, 12, 13, 14, 15, 16, 18, 20, 22, 24, 25, 26, 27, 28, 30, 32, 33, 35, 36, 39, 40, 42, 44, 45, 46, 49, 50, etc.

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HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION: Causes eye irritation. Harmful if inhaled. Avoid contact with eyes or clothing. Avoid breathing dust. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash before reuse. Prolonged or frequently repeated skin contact may cause allergic reaction in some individuals.

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(Alternate wording for household use:)

ENVIRONMENTAL HAZARDS:

To protect the environment, do not allow ~~pesticide~~ this product to enter or run off into storm drains, drainage ditches, gutters or surface waters. Applying this product in calm weather ~~when rain is not predicted for the next 24 hours~~ will help to ensure that wind ~~or rain~~ does not blow ~~or wash~~ ~~pesticide~~ this product off the ~~treatment~~ treated area. Sweeping any product that lands on a driveway, sidewalk, or street, back onto the treated area of the lawn or garden will help to prevent run off to water bodies or drainage systems.

Guaranteed Analysis

Total Nitrogen (N) XX.XX%
Available Phosphate (P2O5) XX.XX%
Soluble Potash (K2O) XX.XX%

Derived from:

Chlorine (Cl), not more than XX.XX%

ACCEPTED
with COMMENTS
In EPA Letter Dated:
JUN 15 2010

Under the Federal Insecticide,
Fungicide, and Rodenticide Act
as amended, for the pesticide
registered under EPA Reg. No:

32802-71

water for 15-20 minutes.

- Call a poison control center or doctor for treatment advice.

If swallowed

- Call a poison control center or physician immediately for treatment advice.
- Have person sip a glass of water if able to swallow.
- Do not induce vomiting unless told to do so by the poison control center or physician.
- Do not give anything by mouth to an unconscious person.

Hot line number:

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For information on this pesticide product (including health concerns, medical emergencies, or pesticide incidents), call the National Pesticide Telecommunications Network at 1-800-858-7378.

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GENERAL INFORMATION: This product contains turf fertilizer plus a selective herbicide for control of crabgrass and other annual grasses and broadleaf weeds in established lawns and ornamental turf. Apply this product only to seeded, sodded, or sprigged turf that is well established. Turf must develop a good root system and uniform stand, and have received at least two mowings following seeding, sodding or sprigging before making the first application of this product. Use of this product on turf that is not well established, or weakened by weather, pests or other stress, may increase the chance of turf injury.

This product provides pre-emergence control of crabgrass (large, smooth, and southern species) when applied prior to emergence of crabgrass from the ground. In addition, this product provides "early post-emergence" control during the early stages of growth after crabgrass emerges from the ground. This early post-emergence crabgrass control is limited, and post-emergence applications are only effective if applied before crabgrass has displayed its fifth leaf or first tiler (which generally corresponds to time when you can first see the crabgrass plants in the lawn). The benefit of this post-emergence activity is that it gives the user a 2 to 4 week longer period of time to make applications for effective control of crabgrass.

WHERE TO USE: This product may be used on the following established turfgrasses: Creeping Bentgrass (*Agrostis palustris*), Kentucky Bluegrass (*Poa pratensis*), Fine Fescue (*Festuca rubra*), Tall Fescue (*Festuca arundinacea*), Perennial Ryegrass (*Lolium perenne*), Bahiagrass (*Paspalum notatum*), Bermudagrass (*Cynodon dactylon*), Buffalograss*** (*Buchloe dactyloides*), Carpetgrass (*Axonopus compressus*), Centipedegrass (*Eremochloa ophiuroides*), Kikuyugrass (*Pennisetum clandestinum*), St. Augustinegrass (*Stenotaphrum secundatum*), Zoysiagrass (*Zoysia japonica*).

*Turfgrass injury may result from use of this product on certain varieties of creeping bentgrass, such as Cohansy, Carmen, Seaside and Washington. Not all varieties of creeping bentgrass have been tested. Do not apply this product to Colonial Bentgrass (*Agrostis tenuis*) varieties.

**Turfgrass injury may result from use of this product on the following Fescue varieties which are sensitive to this product: Atlanta, Banner, Beauty, Bilgart, CF-2, Enjoy, HF-93, Highlight, Ivalo, Koket, Jamestown, Majenta, Mary, Pennlawn, Tamara, Tajana, Walfort and Waldina. Not all varieties of fescue have been tested.

***Do not use this product on seedling Buffalograss in the spring of the first year of establishment until the turfgrass is fully green and has established new roots.

SPRING APPLICATIONS: For single applications in the spring or early summer, use the appropriate rate from "Application Rates" table (depending on user's location, mowing height, pre- or post-emergent use). The duration of residual weed control is directly related to the total rate applied, but varies depending on weather, weed pressure and location. Use "Program 1" for preemergence control on areas where turf is cut high (home lawns) for 3 to 5 months of crabgrass control. This program should not be used for postemergence crabgrass control.

APPLICATION RATES for Crabgrass Control		
REGION	PROGRAM 1	PROGRAM 2
	PREEMERGENCE USE (high cut turfgrass)	PREEMERGENCE USE (low cut turfgrass) POSTEMERGENCE USE
North	2.68 lbs / 1000 sq ft (117 lbs / acre 0.125 lbs AI / acre)	5.37 lbs / 1000 sq ft (234 lbs / acre 0.25 lbs AI / acre)
Transition	3.93 lbs / 1000 sq ft (171 lbs / acre 0.183 lbs AI / acre)	7.85 lbs / 1000 sq ft (342 lbs / acre 0.366 lb AI / acre)
South	5.37 lbs / 1000 sq ft (234 lbs / acre 0.25 lbs AI / acre)	10.74 lbs / 1000 sq ft (468 lbs / acre 0.50 lbs / acre)
Coastal South	7.85 lbs / 1000 sq ft (342 lbs / acre 0.366 lb AI / acre)	10.74 lbs / 1000 sq ft* (468 lbs / acre* 0.50 lbs AI / acre*)
North: All other areas. Transition: DE, KS, KY, MD, MO, NJ, VA, southeastern PA, southern areas of IL, IN, OH, and coastal areas of CT, NY and RI. South: AL, AR, AZ, CA, GA, LA, MS, NC, NM, NV, OK, SC, TN and TX. Coastal South: HI, FL, southern coastal areas of AL, GA, LA, MS, NC, SC, TX. *May require split or sequential applications for full control.		

STORAGE AND DISPOSAL

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

STORAGE: Store in original container in a locked storage area out of reach of children and domestic animals.

PESTICIDE DISPOSAL: Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

CONTAINER DISPOSAL: Completely empty bag into application equipment. Nonrefillable container: Do not reuse or refill this container. Offer for recycling, if available. If not available then dispose of empty bag in a sanitary landfill, or by incineration, or, if allowed by State and local authorities, by burning. If burned, stay out of smoke.

(Alternate wording for household use:)
IF EMPTY: Nonrefillable container: Do not reuse or refill this container. Offer for recycling, if available. **IF PARTLY FILLED:** Call your local solid waste agency for disposal instructions. Never place any unused product down any indoor or outdoor drain or toilet.

GUARANTEE: This product is unconditionally guaranteed.

(Alternate wording for warranty statement:)
GREEN GUARANTEED: Your satisfaction is guaranteed when this product is used in accordance with instructions. If product performance is less than satisfactory, seller will refund the full purchase price with evidence of purchase.

Use "Program 2" for preemergence control where turf is cut low (golf course fairways) or where weed control was not conducted the previous year. This program provides 4 to 6 months of preemergence weed control, and also for early postemergence control of crabgrass.

This product may be applied as a single application or as a split application for crabgrass control in the spring, summer or fall.

FALL APPLICATION: This product can also be applied in late summer or early fall (late August through November) at the "Program 2" rates for crabgrass control through the early part of the next spring. Fall applications must be followed by an appropriate spring application to provide season-long control.

USE PRECAUTIONS: Do not apply more than 10.74 pounds per 1000 square feet (0.5 pounds AI per acre) per application. Do not apply more than 32.2 pounds per 1000 square feet (1.5 pounds AI per acre) per year. (In New York, do not apply more than 10.74 lbs per 1000 square feet per year.)

Cultural practices such as aerification and de-thatching should be completed, and the turf allowed to recover before application of this product. Do not use clippings from treated turf for animal feed or for mulching around vegetables or fruit trees. Do not allow domestic animals to feed or forage on treated turf. Keep people and pets off treated areas until dust has settled. Do not use on golf course putting greens.

TIPS FOR IMPROVED CONTROL: For best results, apply this product within a few days after mowing and delay mowing again for a few days after the application. Irrigation or rainfall within 7 days after application may improve weed control. Use of split (half rate) applications spaced 6-8 weeks apart may provide improved weed control.

RESEEDING, OVERSEEDING, OR SPRIGGING: Reseeding, overseeding, or sprigging of treated areas within 4 months after application of this product may inhibit the establishment of desirable turfgrasses. When seeding, follow good cultural practices such as soil cultivation, irrigation and fertilization. For best results, use "slit seeders" for good seed-to-soil contact.

CONTROL OF OTHER GRASS AND BROADLEAF WEEDS:

SPRING APPLICATIONS: Used as directed for crabgrass control in spring, this product will also control or suppress the following weeds when applied prior to their emergence: Barnyardgrass, Bluegrass (annual, roughstalk), Crowfootgrass, Foxtail (yellow & green)*, Goosegrass, Kikuyugrass, Lespedeza (common), Oxalis (buttercup, creeping & yellow woodsorrel), Purslane (common), Ryegrass (annual & perennial), Smutgrass, Speedwell (corn), Spurge (prostrate and spotted).

*Foxtail is also controlled at the program 2 rates.

FALL APPLICATIONS: Used as directed in late summer or early fall, for crabgrass control through the early part of the next spring, this product will also control or suppress the following weeds when applied prior to their emergence: Bluegrass (annual, roughstalk), Bittercress, Chickweed, Geranium (Carolina), Henbit, Parsley-piert,

(Alternate wording for warranty statement:)
NOTICE: Buyer and user assumes all risks and liability of use, storage and/or handling of this product not in accordance with the terms of this label.

(Alternate wording for warranty statement:)
WARRANTY AND DISCLAIMER: Manufacturer/seller warrants that this product conforms to the ingredient statement on the label, and that the product is reasonably suited for the labeled use when applied according to directions. Buyer and user assumes all risks and liability of use, storage and/or handling of this product not in accordance with the terms of this label. Manufacturer/seller makes no other warranty, expressed or implied, and shall not be liable for indirect or consequential damages.

(Alternate wording for warranty statement:)
WARRANTY AND DISCLAIMER: Manufacturer/seller warrants that this product conforms to the ingredient statement on the label, and that the product is reasonably suited for the labeled use when applied according to directions. Buyer and user assumes all risks and liability of use, storage and/or handling of this product not in accordance with the terms of this label. No other warranty, expressed or implied, is made concerning the merchantability or fitness for a particular purpose. Manufacturer/seller's liability shall be limited to the purchase price of the product. In no case shall manufacturer/seller be liable for consequential or incidental damages or loss.

(Alternate wording for warranty statement:)
NOTICE: Manufacturer/seller warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on such label only when used in accordance with directions under normal use conditions. It is impossible to eliminate all risks inherently associated with the use of this product. Plant injury, ineffectiveness, or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond the control of manufacturer/seller. In no case shall manufacturer/seller be liable for consequential, special or indirect damages resulting from the use or handling of this product. All such risks shall be assumed by the buyer. Except as expressly provided, manufacturer/seller makes no other warranties or representations, expressed or implied, or by usage of trade, statutory or otherwise, including, but not limited to, merchantability, fitness for a particular purpose, use or eligibility of the product for any particular trade usage. Buyer's or user's exclusive remedy for loss or damage resulting from this product shall be limited to the cost of the product.

Warranty
 The directions for use of this product are believed to be accurate and must be followed carefully, it is impossible to eliminate all risks inherently associated with the use of this product. Crop injury, ineffectiveness, or other unintended consequences may result due to such factors as weather conditions, presence or absence of other materials, or the manner of use or application, all of which are beyond the control of Howard Johnson's Enterprises, Inc the manufacturer, or the seller. To the extent consistent with applicable law, the products sold to you are furnished "as is" by Howard Johnson's Enterprises, Inc. The manufacturer and the seller are subject only to the manufacturer's warranties, if any, which appear on the label of the product sold to you. Except as warranted by this label Howard Johnson's

0.366 lb AI / acre) 0.50 lbs AI / acre*)

North: All other areas.
 Transition: DE, KS, KY, MD, MO, NJ, VA, southeastern PA, southern areas of IL, IN, OH, and coastal areas of CT, NY and RI
 South: AL, AR, AZ, CA, GA, LA, MS, NC, NM, NV, OK, SC, TN and TX
 Coastal South: HI, FL, southern coastal areas of AL, GA, LA, MS, NC, SC, TX
 *May require split or sequential applications for full control.

Use "Program 2" for preemergence control where turf is cut low (golf course fairways) or where weed control was not conducted the previous year. This program provides 4 to 6 months of preemergence weed control, and also for early postemergence control of crabgrass.

This product may be applied as a single application or as a split application for crabgrass control in the spring, summer or fall.

FALL APPLICATION: This product can also be applied in late summer or early fall (late August through November) at the "Program 2" rates for crabgrass control through the early part of the next spring. Fall applications must be followed by an appropriate spring application to provide season-long control.

USE PRECAUTIONS: Do not apply more than 10.74 pounds per 1000 square feet (0.5 pounds AI per acre) per application. Do not apply more than 32.2 pounds per 1000 square feet (1.5 pounds AI per acre) per year. (In New York, do not apply more than 10.74 lbs per 1000 square feet per year.)

Cultural practices such as aerification and de-thatching should be completed, and the turf allowed to recover before application of this product. Do not use clippings from treated turf for animal feed or for mulching around vegetables or fruit trees. Do not allow domestic animals to feed or forage on treated turf. Keep people and pets off treated areas until dust has settled. Do not use on golf course putting greens.

TIPS FOR IMPROVED CONTROL: For best results, apply this product within a few days after mowing and delay mowing again for a few days after the application. Irrigation or rainfall within 7 days after application may improve weed control. Use of split (half rate) applications spaced 6-8 weeks apart may provide improved weed control.

RESEEDING, OVERSEEDING, OR SPRIGGING: Reseeding, overseeding, or sprigging of treated areas within 4 months after application of this product may inhibit the establishment of desirable turfgrasses. When seeding, follow good cultural practices such as soil cultivation, irrigation and fertilization. For best results, use "slit seeders" for good seed-to-soil contact.

CONTROL OF OTHER GRASS AND BROADLEAF WEEDS:

SPRING APPLICATIONS: Used as directed for crabgrass control in spring, this product will also control or suppress the following weeds when applied prior to their emergence: Barnyardgrass, Bluegrass (annual, roughstalk), Crowfootgrass, Foxtail (yellow & green)*, Goosegrass, Kikuyugrass, Lespedeza (common), Oxalis (buttercup, creeping & yellow woodsorrel), Purslane (common), Ryegrass (annual & perennial), Smutgrass, Speedwell (corn), Spurge (prostrate and spotted).
 *Foxtail is also controlled at the program 2 rates.

FALL APPLICATIONS: Used as directed in late summer or early fall, for crabgrass control through the early part of the next spring, this product will also control or suppress the following weeds when applied prior to their emergence: Bluegrass (annual, roughstalk), Bittercress, Chickweed, Geranium (Carolina), Henbit, Parsley-piert, Pineappleweed, Shepherd's purse.

SPREADER SETTINGS	to apply at the listed pounds per 1000 square feet				
	2.68 lbs	3.97 lbs	5.37 lbs	7.85 lbs	10.47 lbs
Spreader A	X	X	X	X	X
Spreader B	X	X	X	X	X
Spreader C	X	X	X	X	X
Spreader D	X	X	X	X	X

May contain additional spreader brands/models, spreader settings and spreader use instructions as appropriate for the product)

GUARANTEE: This product is unconditionally guaranteed.

(Alternate wording for warranty statement:)

GREEN GUARANTEED: Your satisfaction is guaranteed when this product is used in accordance with instructions. If product performance is less than satisfactory, seller will refund the full purchase price with evidence of purchase.

(Alternate wording for warranty statement:)

NOTICE: Buyer and user assumes all risks and liability of use, storage and/or handling of this product not in accordance with the terms of this label.

(Alternate wording for warranty statement:)

WARRANTY AND DISCLAIMER: Manufacturer/seller warrants that this product conforms to the ingredient statement on the label, and that the product is reasonably suited for the labeled use when applied according to directions. Buyer and user assumes all risks and liability of use, storage and/or handling of this product not in accordance with the terms of this label. Manufacturer/seller makes no other warranty, expressed or implied, and shall not be liable for indirect or consequential damages.

(Alternate wording for warranty statement:)

WARRANTY AND DISCLAIMER: Manufacturer/seller warrants that this product conforms to the ingredient statement on the label, and that the product is reasonably suited for the labeled use when applied according to directions. Buyer and user assumes all risks and liability of use, storage and/or handling of this product not in accordance with the terms of this label. No other warranty, expressed or implied, is made concerning the merchantability or fitness for a particular purpose. Manufacturer/seller's liability shall be limited to the purchase price of the product. In no case shall manufacturer/seller be liable for consequential or incidental damages or loss.

(Alternate wording for warranty statement:)

NOTICE: Manufacturer/seller warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on such label only when used in accordance with directions under normal use conditions. It is impossible to eliminate all risks inherently associated with the use of this product. Plant injury, ineffectiveness, or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond the control of manufacturer/seller. In no case shall manufacturer/seller be liable for consequential, special or indirect damages resulting from the use or handling of this product. All such risks shall be assumed by the buyer. Except as expressly provided, manufacturer/seller makes no other warranties or representations, expressed or implied, or by usage of trade, statutory or otherwise, including, but not limited to, merchantability, fitness for a particular purpose, use or eligibility of the product for any particular trade usage. Buyer's or user's exclusive remedy for loss or damage resulting from this product shall be limited to the cost of the product.

Warranty

The directions for use of this product are believed to be accurate and must be followed carefully, it is impossible to eliminate all risks inherently associated with the use of this product. Crop injury, ineffectiveness, or other unintended consequences may result due to such factors as weather conditions, presence or absence of other materials, or the manner of use or application, all of which are beyond the control of Howard Johnson's Enterprises, Inc the manufacturer, or the seller.

To the extent consistent with applicable law, the products sold to you are furnished "as is" by Howard Johnson's Enterprises, Inc. The manufacturer and the seller are subject only to the manufacturer's warranties, if any, which appear on the label of the product sold to you. Except as warranted by this label Howard Johnson's Enterprises, Inc, the manufacturer, or the seller makes no warranties, guarantees, or representations of any kind to the buyer or the user, either express or implied, or by usage of trade, statutory or otherwise, with regard to the product sold or use of the product, including, but not limited to, merchantability, fitness for a particular purpose or use, or eligibility of the product for any particular trade usage. To the extent consistent with applicable law, Buyer's or user's exclusive remedy, and Howard Johnson's Enterprises, Inc the manufacturer's or the seller's total liability shall be limited to damages not exceeding the cost of the product. No agent or employee of Howard Johnson's Enterprises, Inc, or the seller is authorized to amend the terms of this warranty disclaimer or the product's label or to make a presentation or recommendation different from or inconsistent with the label of this product.

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