



AGRI-LABS INC

Tissue and Manure Form

915 Cardinal Ct.
Auburn, IN 46706
260-333-0618

support@agri-labsinc.com

Name: _____

Address: _____

City, State Zip: _____

Phone: _____

Email: _____

Date: _____

I would like my results sent by:	
US mail	<input type="checkbox"/>
Email	<input type="checkbox"/>

Please remit payment with samples.

Manure Test Packages

M1- Moisture, Total N, NH4-N, P2O5, K2O

M2- Moisture, Total N, NH4-N, P2O5, K2O, Ca, Mg, Na, & Nutrient Value Calculations (\$/1000 gal or \$/Ton)

M3- Moisture, Total N, NH4-N, P2O5, K2O, Ca, Mg, Na, & Nutrient Value Calculations (\$/1000 Gal or \$/Ton), Cu, Fe, Mn, Zn, and Na

Tissue Test Packages

T1- N, P, K, Ca, Mg, Cu, Fe, Mn, & Zn

T2- N, P, K, Ca, Mg, Cu, Fe, Mn, Zn, S, & B

For manure samples, please fill out only red columns, for tissue samples, please fill out all.

Sample ID	Farm	Field	Crop	Growth Stage	Test Package	Notes

Price Per Sample:\$ _____ Number of Samples _____ Total Cost of Samples:\$ _____

It is agreed that Agri-Labs will render to Customer Test Results as indicated above ("Services").

Agri-Labs will provide recommendations to Customer. Customer is responsible for adjusting the recommendations based upon Customer's particular knowledge and business situation.

Agri-Labs agrees that all collected data from Customer is confidential and owned by Customer. Agri-Labs agrees not to share any information without written or direct verbal permission from Customer. Agri-Labs has no responsibility for the results of Customer's use of the Services in a manner inconsistent to what was previously disclosed to Agri-Labs.

Customer Signature: _____ Date: _____ Agri-Labs By: _____ Date: _____

All terms on the Reverse are part of this Agreement
Including Warranty Disclaimer and Limitation of Liability

1. **Warranty - Disclaimer.** Customer acknowledges that with respect to Agri-Labs' rendering of the Services **IT IS SPECIFICALLY UNDERSTOOD AND AGREED BY THE PARTIES THAT AGRI-LABS IS RENDERING THE SERVICES WITHOUT REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.** The exclusive remedy of Customer and the limit of the liability of Agri-Labs for any and all losses, injury or damages resulting from the rendering of the Services (including claims based in contract, negligence, product liability, strict liability, tort, or otherwise) arising from this Agreement is the performance of the Services or the payment of actual damages not to exceed the amount paid by Customer under this Agreement that is the subject of dispute, as determined by Agri-Labs in its reasonable discretion.

2. **Limitation of Liability. IT IS SPECIFICALLY UNDERSTOOD AND AGREED TO BY THE PARTIES THAT AGRI-LABS IS LIMITING ITS LIABILITY UNDER THIS AGREEMENT AND CUSTOMER HEREBY EXPRESSLY AND SPECIFICALLY WAIVES AS TO AGRI-LABS ANY CLAIMS OF DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS OR LOST REVENUES, OR DAMAGES TO REAL OR PERSONAL PROPERTY OR INJURY OR DEATH TO PERSONS ARISING FROM AGRI-LABS' RENDERING OF THE SERVICES, ANY ECONOMIC DAMAGES SUCH AS LOST YIELD, REPLANTING COST, SUPPLIES, DIAGNOSTIC, INSTALLATION, TRAVEL AND SHIPPING COSTS OR DAMAGES OF ANY OTHER KIND WHATSOEVER.** As a consequence, Customer agrees to indemnify and hold harmless Agri-Labs from and against any and all liability, obligation, cost, expense (including reasonable attorneys fees) or responsibility for any damage or destruction of real or personal property or the injury or death of any individual arising out of or in any manner relating to Agri-Labs' rendering of the Services, excepting only therefrom any such liability arising from Agri-Labs' willful or reckless acts or omissions. Any obligations or liabilities of Agri-Labs hereunder shall not exceed the amount of the purchase price for the Services.

4. **General Provisions.**

4.1 **Assignment.** Neither this Agreement, nor the rights and obligations herein may be assigned by Customer without the prior written consent of Agri-labs.

4.2 **Waiver.** The failure of a party to require the performance of any provision herein by the other, shall not be deemed a waiver of future compliance therewith.

4.3 **Governing Law.** It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Indiana. Each party irrevocably consents to any suit, action, or proceeding with respect to this Agreement only being brought in the Circuit or Superior Court of the State of Indiana in DeKalb County, Indiana, and in the United States District Court for the Northern District of Indiana, Fort Wayne Division. Further, each party irrevocably waives any immunity, defense, motion or objection from the personal jurisdiction of any such court or from any legal process therein.

4.4 **Severability.** If any provision or part of this Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.

4.5 **Attorney Fees.** In any action, the prevailing party shall be entitled to recover reasonable costs and expenses, including attorney fees from the other. The term "prevailing party" shall include, but not be limited to, a party who obtains legal counsel or brings an action against another by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, settlement, or judgment. Prevailing party shall include, but is not limited to, a party who dismisses an action for recovery under this Agreement in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action and the phrase shall include, but is not limited to, a party who is substantially successful in defending an action brought by another.

4.6 **Entire Agreement.** This Agreement is the entire agreement between the parties and may not be modified, except as specifically permitted in this Agreement, without the prior written consent of both parties. There are no other representations, express or implied, in connection with this Agreement. Any prior oral discussions are deemed merged into this Agreement.

**Agri-Labs, Inc.
Tissue and Manure
Submittal Form**