

# FIFRA 24(c) Special Local Need Label

EPA SLN No.: KY-240002 EPA Reg. No. 279-3158

FOR DISTRIBUTION AND USE ONLY IN KENTUCKY

This label for Command<sup>®</sup> 3ME Microencapsulated Herbicide is valid until September 24, 2029, or until withdrawn, canceled or suspended.

## For Resistant Italian Ryegrass Management in Fallow Fields DIRECTIONS FOR USE

IT IS A VIOLATION OF FEDERAL LAW TO USE THIS PRODUCT IN A MANNER INCONSISTENT WITH ITS LABELING. ALL APPLICABLE DIRECTIONS, RESTRICTIONS AND PRECAUTIONS ON THE EPA REGISTERED LABEL MUST BE FOLLOWED.

THESE USE DIRECTIONS MUST BE IN THE POSSESSION OF THE USER AT THE TIME OF PESTICIDE APPLICATION.

#### **FALLOW APPLICATION:**

Command® 3ME microencapsulated herbicide may be used as a residual preemergence treatment to control resistant Italian ryegrass during the fallow period following crop harvest and before the following crop is planted.

#### Application use rates by soil texture:

Fine or heavy textured soils: 21.3 to 28 fl. oz./A (0.50 to 0.66 lbs. ai/A) Medium textured soils: 16 to 24 fl. oz./A (0.375 to 0.56 lbs. ai/A)

#### Application timing:

Apply prior to Italian ryegrass emergence in the fallow period from October 1<sup>st</sup> through November 30<sup>th</sup>. If Italian ryegrass is already present, include an effective postemergence grass herbicide with the application.

#### **Application volume:**

**Ground:** Apply in a minimum of 10 gallons of finished spray per acre. **Air:** Apply in a minimum of 5 gallons of finished spray per acre.

Some conditions may lead to temporary whitening or yellowing of leaves in approved rotational crops where soil residues of Command® 3ME microencapsulated herbicide exist. Factors that contribute to

24(c) Registrant:

**FMC** 

FMC Corporation 2929 Walnut St. Philadelphia, PA 19104 215-299-6000 carryover include, but are not limited to, over-application, soil pH ≤ 5.9, extreme dryness in the four months following application, and/or choice of crop cultivar/hybrid.

#### **RESTRICTIONS:**

- DO NOT apply on coarse or medium textured soils when planting to rice the following spring.
- **DO NOT** apply to fallow fields in which concurrent crayfish or catfish farming is included in the cultural practices.
- **DO NOT** apply more than a maximum cumulative amount of Command<sup>®</sup> 3ME microencapsulated herbicide or any product containing clomazone in a 12-month period per crop referenced in the table below. For crops not listed, refer to the Section 3 label:

Crop	Rate (fl oz/A)	Rate (lb ai/A)
Cotton	53.3	1.3
Edamame	21.3	0.5
Rapeseed	4.5	0.1
Rice	34.1	0.8
Soybean	53.3	1.25
Sweet Potato	53.3	1.3
Tobacco	42.7	1.0

Observe all buffer restrictions noted in the Command<sup>®</sup> 3ME microencapsulated herbicide in the Application Precautions section below.

#### **APPLICATION PRECAUTIONS:**

Caution must be taken to minimize off target drift of Command<sup>®</sup> 3ME microencapsulated herbicide as off-site movement can cause foliar whitening or yellowing of some plants.

**DO NOT** apply within 300 feet of downwind crops and desirable non-target plants.

**DO NOT** apply within 1,200 feet of Towns and Housing Developments, Commercial Fruit, Nut, or Vegetable Production<sup>1</sup>, Commercial Greenhouses or Nurseries.

<sup>1</sup>Except for vegetable crops registered for use on the Command<sup>®</sup> 3ME microencapsulated herbicide label.

#### **ROTATIONAL CROP GUIDELINES**

Rotate to crops as listed below, otherwise crop injury may occur.

Note: When using Command® 3ME microencapsulated herbicide with other registered herbicides always refer to rotational restrictions and precautions on the other product's label.

**ANYTIME** - Cotton\*, Peas, Peppers, Pumpkins (processing), **Rice**, **Soybeans**, Squash, **Sweet Potatoes**, Tobacco and Tuberous and Corm Vegetables

9 MONTHS - Cotton, Corn (Field, Pop, Seed, Sweet), Cucurbits, Dry Beans, Peanuts, Potatoes, Snap Beans, Sorghum, Sugar Beets, Tomatoes (Transplanted)

#### 12 MONTHS - All other crops

\* Refer to "REQUIREMENTS FOR PLANTING TIME APPLICATIONS" and "REPLANTING INSTRUCTIONS" in the Command® 3ME microencapsulated herbicide federal label.

### **Conditions of Sale and Limitation of Warranty and Liability:**

**NOTICE:** Read the entire Directions for Use and Conditions of Sale and Limitation of Warranty and Liability before buying or using this product. If the terms are not acceptable, return the product at once, unopened, and the purchase price will be refunded.

The Directions for Use of this product 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 because of such factors as manner of use or application, weather or crop conditions beyond the control of FMC or Seller. To the extent consistent with applicable law, all such risks shall be assumed by Buyer and User, and Buyer and User agree to hold FMC and Seller harmless for any claims relating to such factors.

Seller warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the Directions for Use when used in accordance with the directions under normal conditions of use. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, FMC MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SELECTION,

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