

RESIDENTIAL TERMS & CONDITIONS

Effective / Last Updated: Sept 3, 2026

These Residential Terms & Conditions (“Terms”) govern residential pest-management services provided by Enviro Management Group, LLC (“Enviro”) to the customer purchasing or authorizing those services (“Customer”).

These Terms are designed to govern both Enviro's recurring Property Protection Plan and One-Time Residential Services. The particular service purchased, applicable price, property, target pests and any service-specific terms are identified in the applicable agreement, proposal, work order, service authorization or other written or electronic service record.

1. AGREEMENT; APPLICABLE DOCUMENTS

1.1. The agreement between Enviro and Customer consists of these Terms together with the applicable Property Protection Plan Agreement, proposal, work order, service authorization, service-specific addendum, state-required document or other written or electronic authorization describing the Services (collectively, the “Agreement”).

1.2. The property where Services are to be performed is referred to as the “Property.”

1.3. Enviro's website, brochures, advertisements, illustrations and other descriptive or marketing materials may describe services, benefits and programs generally available from Enviro but do not independently expand the Services purchased by Customer.

1.4. If provisions of the Agreement conflict, the following order of precedence applies: mandatory provisions of applicable law and state-required documents; specifically negotiated terms appearing in Customer's service agreement or service authorization; applicable service-specific addenda; these Terms; and descriptive or marketing materials.

1.5. Commercial customers, including commercial customers purchasing only a one-time or non-recurring service, are governed by Enviro's Commercial Terms & Conditions rather than these Residential Terms.

2. TYPES OF RESIDENTIAL SERVICE

2.1. Property Protection Plan. The Property Protection Plan (“Plan” or “PPP”) provides pest-management coverage during a stated annual Plan Term and includes the planned preventive service and eligible callback or retreatment benefits described in the Agreement.

2.2. One-Time Residential Service. A One-Time Residential Service is a corrective, inspection, specialty or other non-recurring service performed for the price and target condition identified in the applicable service authorization.

2.3. A One-Time Service does not establish continuing pest coverage, a recurring service relationship or a future inspection or retreatment obligation except to the extent expressly stated in the applicable service authorization or service-specific terms.

2.4. Sections of these Terms that by their nature apply only to the PPP—including annual Plan Terms, preferred recurring service windows, automatic renewal and annual price adjustment—do not apply to a One-Time Service.

3. NATURE OF PEST MANAGEMENT

3.1. Pest management is an ongoing process that may involve inspection, monitoring, prevention, treatment, follow-up and correction of conditions that encourage pest activity.

3.2. Enviro will use commercially reasonable pest-management practices and professional judgment in selecting treatment methods, materials, devices, placement and procedures. Products will be used in accordance with applicable law and product-label requirements.

3.3. Enviro may reasonably modify treatment methods, products or procedures based on pest activity, property conditions, weather, product availability, regulatory requirements, safety considerations or professional judgment.

3.4. Pest activity may be caused or influenced by factors beyond Enviro's control, including structural conditions, moisture, sanitation, neighboring properties, weather, occupant behavior, movement of people or personal property, and introduction or reintroduction of pests.

3.5. Except for an express retreatment commitment or service-specific guarantee contained in the Agreement, pest-control Services do not constitute insurance and do not guarantee that pests will never enter, re-enter or survive at the Property.

4. PROPERTY PROTECTION PLAN; PLANNED SERVICE WINDOWS

4.1. Customer's PPP Agreement identifies the number of planned preventive services during the Plan Term and may identify preferred service months.

4.2. Preferred service months represent Enviro's intended recurring service intervals for scheduling purposes. They are not guaranteed appointment dates.

4.3. Actual service dates may reasonably occur before, during or after a preferred service month because of routing, weather, holidays, seasonal pest conditions, customer availability, access, treatment requirements or other operational considerations.

4.4. Enviro will make reasonable efforts to offer service at intervals consistent with the Plan. Customer agrees to make reasonable accommodations for scheduling and access during the applicable service window.

4.5. Unless the Services reasonably require interior treatment, subsequent PPP services may consist primarily or entirely of exterior inspection and treatment based upon pest conditions and Enviro's professional judgment.

4.6. When interior service is appropriate but Customer is unavailable or does not provide interior access, Enviro may perform the reasonably available exterior portion of the planned service.

4.7. Customer's inability or unwillingness to accommodate service does not require Enviro to postpone a planned service indefinitely or materially disrupt its routing or recurring schedule.

5. PPP COVERED PESTS

5.1. Unless otherwise stated in Customer's Agreement, Covered Pests under the Property Protection Plan are: cockroaches; mice; rats; soil and pavement ants; carpenter ants; centipedes; millipedes; silverfish; spiders; nesting bees and wasps; stored-product pests; lady bugs/lady beetles; and earwigs.

5.2. Only pests expressly identified as Covered Pests are included in PPP coverage. Similarity to a Covered Pest does not automatically make another species or pest condition covered.

5.3. Carpenter Ants. Carpenter ants are expressly included as a Covered Pest under the PPP. Carpenter-ant coverage consists of pest-control treatment and eligible retreatment under the Plan. It is not a wood-destroying-insect inspection, structural inspection, real-estate inspection, structural warranty, damage warranty or guarantee against existing or future wood damage.

5.4. Termites and other wood-destroying organisms are not included merely because carpenter ants are covered.

5.5. Nesting Bees and Wasps. Coverage applies to pest-control treatment of reasonably accessible nesting bees and wasps where treatment is lawful and professionally appropriate. Honey-bee relocation, structural opening or repair, removal requiring specialty equipment, and other specialty circumstances may require separate authorization and charges.

5.6. Unless separately authorized, the PPP does not include termites, bed bugs, fleas, birds, bats, wildlife, structural exclusion, construction, repairs, sanitation, remediation, cleaning or other pests or services not expressly included in the Agreement.

6. ONE-TIME RESIDENTIAL SERVICES

6.1. A One-Time Service is limited to the target pest, location, treatment and scope reasonably described in the applicable service authorization.

6.2. The price for a One-Time Service does not purchase annual or continuing pest coverage.

6.3. Some One-Time Services may include a specified follow-up or retreatment period. If such a commitment applies, its duration and scope will be stated in the service authorization or applicable service-specific terms.

6.4. If no retreatment commitment is expressly stated, the One-Time Service concludes when the authorized treatment or treatment episode has been substantially completed.

6.5. A separately authorized "treatment episode" may include more than one visit where the applicable pest-treatment protocol expressly provides for an initial treatment and scheduled follow-up.

7. CUSTOMER RESPONSIBILITIES

7.1. Effective pest management requires reasonable Customer cooperation.

7.2. Customer will provide lawful and reasonably timely access to areas necessary to perform the Services.

7.3. Customer is responsible for completing applicable preparation instructions before treatment and for ensuring that occupants, children, pets and personal property are managed in accordance with **Enviro's instructions** and applicable product requirements.

7.4. Customer will disclose known conditions that could materially affect safe or effective treatment, including chemical sensitivities, hazardous materials, unsafe structural conditions, aggressive animals, inaccessible spaces or other unusual circumstances.

7.5. Customer is responsible for reasonably addressing sanitation, housekeeping, waste, moisture, plumbing, structural, exclusion, storage or other conducive conditions identified by Enviro as materially interfering with treatment or encouraging pest activity.

7.6. Customer will not knowingly remove, relocate, disable, alter or interfere with Enviro treatments, bait placements, monitoring devices or equipment and should avoid applying conflicting pesticides or other products without first consulting Enviro.

8. ACCESS, PREPARATION AND MISSED SERVICE

8.1. Enviro may decline, defer or limit treatment of any area that is inaccessible, inadequately prepared, unsafe, legally unavailable for treatment or otherwise unsuitable for the intended Service.

8.2. If Customer declines service, does not respond or reasonably cooperate with scheduling, does not provide required access or preparation, or otherwise prevents complete service during a planned PPP service window, Enviro may perform the reasonably available portion of the Service, including exterior-only service.

8.3. After reasonable scheduling efforts, a planned service interval that Customer does not make reasonably available may be considered unavailable to perform and need not be carried forward to a later Plan Term.

8.4. Customer-caused skipped, declined, inaccessible or incomplete service does not entitle Customer to a refund, credit, substitute service interval or extension of the Plan Term, except where applicable law requires otherwise.

8.5. A same-day appointment cancellation or failure to provide agreed access may result in the cancellation/no-access fee identified in Customer's Agreement.

8.6. Nothing in this Section excuses Enviro from making reasonable efforts to provide the Services it has agreed to perform. If Enviro itself is unable to provide a planned service for reasons not attributable to Customer, Enviro will make commercially reasonable arrangements to reschedule or otherwise address the missed service.

9. CALLBACKS, SERVICE GUARANTEES AND RETREATMENT

9.1. PPP Retreatment Commitment. During an active PPP Term, if a Covered Pest remains active or returns between planned preventive services, Customer may contact Enviro for additional inspection and, when reasonably appropriate, retreatment at no additional charge.

9.2. This retreatment commitment is subject to Customer's compliance with the Agreement, including reasonable access, preparation and correction of material conditions identified by Enviro.

9.3. One-Time Services. A One-Time Service carries a retreatment commitment only if one is expressly stated in the applicable service authorization or service-specific terms.

9.4. Enviro may suspend or discontinue an otherwise applicable retreatment commitment where circumstances outside Enviro's reasonable control materially prevent effective treatment, including continuing introduction or reintroduction of pests, repeated failure to provide access or preparation, unresolved conducive conditions, interference with treatment, materially conflicting treatment by others, or circumstances making continued treatment unsafe, unlawful or professionally inappropriate.

9.5. Where reasonably practicable, Enviro will advise Customer when conditions are materially interfering with treatment and identify corrective measures reasonably necessary to restore the retreatment commitment.

9.6. A service guarantee or retreatment commitment means that Enviro will provide reasonably appropriate additional pest-management service. It does not guarantee permanent eradication, a permanently pest-free property, reimbursement for pest-caused damage or compensation for other losses.

9.7. Except for express guarantees specifically stated in the Agreement and to the fullest extent permitted by applicable law, Enviro makes no implied warranty that any treatment will completely or permanently eradicate pest activity.

9.8. Unless applicable law or a service-specific guarantee provides otherwise, reasonable reinspection and retreatment are Customer's exclusive contractual remedy for dissatisfaction with the effectiveness of pest-control Services.

9.9 Scheduling and Response Times. Enviro will make reasonable efforts to schedule Services, including callback and retreatment requests, within a commercially reasonable timeframe based on the nature of the pest condition, technician and route availability, location, weather, treatment requirements and other operational considerations. Unless Enviro expressly agrees in writing to a specific response or completion time, no appointment, callback, retreatment or service request is guaranteed to occur within a particular number of hours or days. Eligibility for included callback or retreatment service does not create an entitlement to same-day, next-day, emergency or priority service.

10. ANNUAL PLAN FEE; PREPAYMENT

10.1. Customer agrees to pay the Annual Plan Fee stated in the PPP Agreement.

10.2. The Annual Plan Fee purchases pest-protection coverage for the entire Plan Term. It is not a per-visit fee and is not payment for a fixed number of separately refundable treatments.

10.3. Payment in full at the beginning of the Plan Term is a payment method and does not convert individual planned service intervals into separate prepaid transactions.

10.4. Variations in pest activity, the number of callback visits requested, the extent of interior treatment reasonably needed, or Customer-caused inability to complete a planned service do not change the Annual Plan Fee.

10.5. Except where applicable law provides otherwise or the Agreement expressly provides a refund right, the Annual Plan Fee is nonrefundable after the Plan Term begins.

10.6. If Enviro elects to terminate the PPP during a Plan Term for reasons unrelated to Customer's breach, nonpayment, unsafe conditions or failure to cooperate, Enviro may provide a reasonable prorated refund for the unexpired portion of the Plan unless another remedy is agreed.

11. ONE-TIME SERVICE FEES; PAYMENT AND COLLECTION

11.1. Fees for One-Time Services are payable according to the applicable service authorization, invoice or payment arrangement.

11.2. Applicable taxes are Customer's responsibility unless law provides otherwise.

11.3. Past-due balances may accrue a finance charge of 1.5% per month or the maximum amount permitted by applicable law, whichever is less.

11.4. Customer may be responsible for reasonable collection costs and attorneys' fees to the extent permitted by applicable law.

11.5. Enviro may suspend additional or follow-up Services while undisputed balances are materially past due, subject to applicable law.

12. CANCELLATION AND TERMINATION DURING A TERM

12.1. The PPP is an annual protection program. Customer's decision not to request or accept some Services during the Plan Term does not convert the Plan into a shorter agreement or create a refund entitlement.

12.2. Except where applicable law provides a cancellation right, Customer may prevent future renewal as provided in Section 13 but is not entitled to a prorated refund merely because Customer elects to discontinue use of the PPP before the end of the current Plan Term.

12.3. Enviro may suspend or terminate Services if Customer materially fails to pay amounts due, repeatedly prevents reasonable service access or preparation, materially interferes with treatment, creates or maintains unsafe service conditions, or otherwise materially breaches the Agreement.

12.4. If Enviro terminates for Customer-caused conditions described above, amounts already paid for the current Plan Term remain nonrefundable to the fullest extent permitted by law.

12.5. Enviro may immediately decline or suspend a particular Service when Enviro reasonably determines that performance would be unsafe, unlawful, inconsistent with pesticide labeling or professionally inappropriate.

12.6. Any statutory cancellation or rescission right provided to Customer by applicable consumer law remains unaffected by this Section.

13. PLAN TERM, AUTOMATIC RENEWAL AND PRICE ADJUSTMENT

13.1. Initial Term. The Initial Plan Term begins on the Service Start Date identified in the PPP Agreement and continues for twelve (12) months unless the Agreement expressly states otherwise.

13.2. Automatic Renewal. After the Initial Term, the PPP automatically renews for successive twelve-month Renewal Terms unless Customer or Enviro timely gives notice of non-renewal. Unless the Agreement or applicable law requires a different period, Customer may prevent renewal by notifying Enviro at **least thirty (30) days** before the end of the then-current Plan Term.

13.3. Terms Applicable to Renewal. Each Renewal Term will be governed by the Service Profile then in effect, the Annual Plan Fee applicable to that Renewal Term, the Residential Terms & Conditions determined under Section 13.4, and any service-specific terms then applicable to the Plan.

13.4. Version Applicable to Renewal. Each Renewal Term will automatically be governed by the most recent effective version of Enviro's Residential Terms & Conditions publicly in effect on the first day of that Renewal Term.

The applicable version will be identified by its Effective or Last Updated date and publicly available through Enviro's website.

Customer agrees as part of the original Agreement that the Residential Terms governing a Renewal Term may differ from those applicable during a prior Plan Term and, except where applicable law requires otherwise, no new signature or replacement PPP Agreement is required solely because a new Renewal Term begins.

13.5. Material Changes. If an updated version that Enviro reasonably expects to govern an upcoming Renewal Term contains a material change to Customer's contractual rights or obligations, Enviro will provide reasonable notice of the updated Terms before Customer's applicable non-renewal deadline and will provide any additional notice or cancellation right required by law.

A material change first published after Customer's applicable non-renewal deadline will not bind Customer for the immediately upcoming Renewal Term unless Customer receives a reasonable opportunity to decline that Renewal Term after notice of the change, Customer agrees to the change, or applicable law otherwise permits it.

13.6. Customer Review. Customer is responsible for reviewing the Residential Terms applicable to an upcoming Renewal Term as determined under Section 13.4. Failure to review the applicable Terms does not, by itself, prevent a Renewal Term from commencing or extend an otherwise valid non-renewal deadline, subject to applicable law.

13.7. Annual Price Adjustment. Beginning with the first Renewal Term, the Annual Plan Fee will automatically increase by two percent (2%) on each anniversary of the Service Start Date unless Enviro and Customer agree otherwise or applicable law requires another procedure.

13.8. Consumer Requirements. Enviro will comply with any additional automatic-renewal disclosure, reminder, notice, cancellation mechanism or consent requirement imposed by applicable law.

14. CURRENT TERMS AND VERSION CONTROL

14.1. Enviro periodically reviews and updates its terms, conditions, policies and notices to reflect changes in services, business practices, technology and legal requirements.

14.2. Enviro will maintain then-current publicly applicable terms and policies on its website and identify applicable versions by their Effective or Last Updated date.

14.3. Publication of revised Residential Terms does not retroactively alter contractual rights or obligations arising during a Plan Term already in progress except where the Agreement or applicable law expressly permits otherwise.

14.4. Revised Residential Terms become applicable to PPP Renewal Terms according to Section 13.

14.5. Customer is responsible for remaining reasonably familiar with then-current operational policies and terms applicable to Customer's interactions with Enviro.

14.6. Enviro will retain prior versions reasonably necessary to establish the terms applicable to earlier service periods and will make the applicable version reasonably available upon request.

15. EXCLUDED CONDITIONS AND PEST-CAUSED DAMAGE

15.1. Enviro provides pest-management Services and does not insure the Property against pest activity or resulting damage.

15.2. Unless separately agreed in writing, Enviro is not responsible for repairing or replacing property damaged by insects, rodents, wildlife or other pests.

15.3. Enviro does not provide structural, engineering, environmental, mold, moisture, code-compliance or building-condition inspections merely because a technician observes or reports a related condition.

15.4. Enviro is not responsible for correcting structural defects, water intrusion, sanitation conditions or other conditions outside the purchased Services.

16. EQUIPMENT AND DEVICES

16.1. Bait stations, traps, monitors, sensors and other equipment furnished by Enviro remain Enviro's property unless expressly sold to Customer.

16.2. Customer will use reasonable care to protect Enviro-owned equipment and will not knowingly remove, relocate, modify, disable or dispose of it.

16.3. Customer agrees to pay the reasonable repair or replacement cost of Enviro-owned equipment lost, removed, destroyed or damaged beyond ordinary wear through Customer's or an occupant's misuse or failure to exercise reasonable care.

16.4. After expiration or termination, Customer will provide reasonable access for Enviro to retrieve Enviro-owned equipment. Equipment not returned or made reasonably available within thirty (30) days after written request may be deemed lost and charged at reasonable replacement cost.

16.5 Payment for Equipment Charges. Customer agrees to pay charges properly due under this Section. If Customer has provided and authorized a credit card or other payment method for charges arising under the Agreement, Customer further authorizes Enviro to charge that authorized payment method for reasonable repair or replacement charges due under this Section after providing Customer an itemized notice of the charge and a reasonable opportunity to identify a good-faith error or dispute. This authorization does not permit a debit from a bank account or other payment method where separate authorization is required by applicable law or payment-network rules.

17. LIMITATION OF LIABILITY

17.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ENVIRO WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM THE SERVICES, INCLUDING LOSS OF USE OR PEST-CAUSED PROPERTY LOSS.

17.2. For a claim concerning the effectiveness, scope or performance of pest-control Services, Enviro's aggregate contractual liability will not exceed the amount paid by Customer for the applicable One-Time Service or, for a PPP claim, the Annual Plan Fee for the Plan Term in which the event occurred, to the fullest extent permitted by law.

17.3. The limitations in this Section do not apply to liability that applicable law does not permit Enviro to limit or exclude.

17.4. Customer should promptly notify Enviro of an alleged service-related problem and provide Enviro a reasonable opportunity to inspect and, where applicable, address the condition before undertaking corrective work, except in an emergency.

18. ASSIGNMENT

18.1. Enviro may assign or transfer this Agreement, in whole or in part, or delegate performance of Services to an affiliate, successor or other qualified service provider without Customer's consent, provided the party assuming Enviro's service obligations is properly licensed or otherwise legally authorized to perform the applicable Services and the assignment does not materially reduce Customer's contracted Service Profile.

18.2. An assignment satisfying these requirements does not constitute termination of the Agreement and does not create a cancellation or refund right solely because of the assignment.

19. SUBCONTRACTORS

Enviro may use qualified employees, affiliates or properly authorized subcontractors to perform some or all of the Services. Unless the Agreement has been assigned, Enviro remains the contracting service provider.

20. FORCE MAJEURE

Enviro will not be in breach for delay or inability to perform caused by circumstances reasonably beyond its control, including severe weather, natural disaster, governmental action, product shortage, road closure, utility interruption, civil disturbance or similar circumstances. Enviro will resume affected Services within a commercially reasonable period when conditions permit.

21. ELECTRONIC COMMUNICATIONS; PRIVACY

21.1. Customer consents to customary electronic communications relating to scheduling, technician arrival, preparation, reports, billing, payment, account administration and customer service by telephone, email, text message, customer portal or similar means, subject to applicable law.

21.2. Electronic signatures, records and copies may be used in connection with the Agreement and will have the same effect as originals to the extent permitted by law.

21.3. Enviro's collection and handling of personal information and its broader communications practices are described in the then-current Enviro Privacy & Communications Notice available on Enviro's website.

21.4. Marketing communications and any consent legally required for marketing calls or text messages are separate from Customer's authorization to receive reasonable account and service communications.

22. NOTICES

22.1. Routine scheduling, service and account communications may be sent through customary business methods.

22.2. Notices of non-renewal, material breach or termination should be provided in writing by email, mail, personal delivery or another method reasonably capable of documenting delivery.

22.3. Customer is responsible for keeping current telephone, email, mailing and service-address information on file with Enviro.

22.4. Notice properly sent to Customer's most recently provided contact information will not be ineffective solely because Customer failed to update that information, except where applicable law provides otherwise. Notices to Enviro should be directed to:

Enviro Management Group, LLC

Address: 137 W. College Ave, Pleasant Gap, PA 16823

Email for Contract Notices: accounting@enviromg.com

23. STATE AND SERVICE-SPECIFIC REQUIREMENTS

23.1. Residential pest-control services may be subject to state-specific disclosures, cancellation rights, pesticide notices, automatic-renewal rules, warranty requirements or other consumer protections.

23.2. Enviro may provide a state- or service-specific notice, addendum, preparation document or service authorization where applicable.

23.3. A mandatory legal requirement or specifically applicable service addendum controls over inconsistent language in these Terms to the extent of the conflict.

23.4. Nothing in these Terms waives a right that applicable consumer law prohibits Customer from waiving.

24. GOVERNING LAW; DISPUTES

24.1 Except where applicable law requires otherwise, the Agreement will be governed by the laws of the Commonwealth of Pennsylvania in Centre County, Pennsylvania without regard to conflict-of-law principles. Any mandatory consumer-protection rights arising under the law applicable to the Property remain unaffected.

25. GENERAL PROVISIONS

25.1. Entire Agreement. The Agreement constitutes the agreement between Enviro and Customer concerning the purchased Services and supersedes prior oral or written statements concerning those same Services.

25.2. Amendments. Except for renewal pricing and Terms changes expressly permitted by the Agreement, material amendments must be agreed in writing or electronically.

25.3. Waiver. Failure to enforce a provision on one occasion does not waive the right to enforce it later.

25.4. Severability. If a provision is unenforceable, it will be enforced to the greatest extent permitted by law and the remaining provisions will remain effective.

25.5. Headings. Headings are for convenience and do not alter the meaning of the Agreement.

25.6. Survival. Payment obligations, equipment responsibilities, liability limitations and provisions that by their nature should survive will remain effective after the applicable Service or Plan Term ends.