

# Newell Services

## Terms and Conditions

Effective January 1, 2027 | Version 2.1 | Revised August 16, 2026

These Terms govern services provided by Newell Services, LLC. The accepted quote, selected line items, linked Site Map, attachments, and these Terms work together as the service agreement.

### Quick Overview

| Topic                       | General Rule                                                                                                                                                              |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Services purchased          | Defined by the accepted quote, selected line items, Site Map, and attachments.                                                                                            |
| Annual agreement            | Annual lawn treatment plans are full-season agreements.                                                                                                                   |
| Automatic renewal           | January 1 each year unless canceled by December 31.                                                                                                                       |
| Preferred payment option    | Ten monthly payments collected January through October.                                                                                                                   |
| Other payment options       | Pay-Per-Treatment or Full Prepayment, when eligible.                                                                                                                      |
| Project Reservation Deposit | May apply to eligible separately quoted projects or one-time services. The accepted quote and applicable Scope of Work define the amount and nonrefundability conditions. |
| Cancellation                | Completed work, applicable committed costs, and properly nonrefundable items remain payable.                                                                              |
| Scheduling                  | Treatments occur within seasonal service windows rather than on guaranteed dates.                                                                                         |
| Results                     | Programs are designed to improve lawn performance, but specific results are not guaranteed.                                                                               |
| Official requests           | Submitted through the Newell Services My Account page.                                                                                                                    |

### Official Forms and Requests

Reschedule Requests, New Service Requests, and Service Cancellation Requests are available through the My Account page: <https://www.newell-services.com/my-account>

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### **Plain-Language Navigation**

The Quick Overview summarizes the main operating rules. The numbered sections contain the complete terms that apply to your account.

# 1. Your Agreement With Newell Services

## 1.1 Agreement Documents

The agreement between Newell Services, LLC, referred to as the Company, and the person or entity accepting the services, referred to as the Client, consists of:

- The accepted quote and selected line items;
- The linked or attached Site Map, when provided;
- Any attachments included with the quote; and
- These Terms and Conditions.

Together, these documents describe the services, treatment area, pricing, payment arrangement, and responsibilities of both parties.

## 1.2 Acceptance

By approving a quote, authorizing service, or allowing service to begin, the Client agrees to these Terms and Conditions.

## 1.3 Priority of Documents

The accepted quote controls the property-specific services, treatment area, pricing, and selected options. These Terms control general payment, scheduling, cancellation, safety, and operating policies. A specific written term in an accepted quote will control if it directly conflicts with a general provision in these Terms.

## 1.4 My Account and Official Request Forms

Official Newell Services request forms are available through the My Account page:

<https://www.newell-services.com/my-account>

- Reschedule Request;
- New Service Request; and
- Service Cancellation Request.

Submitting a request does not automatically modify the accepted quote or add services to the Client's agreement. New services, changes in scope, and additional charges must be confirmed by Newell Services in writing. Service cancellations are governed by Section 8.

# 2. Services Included

## 2.1 Lawn Treatment Services

Newell Services provides professional lawn treatment services, including:

- Fertilization;
- Pre-emergent weed control;
- Post-emergent weed control;
- Soil testing;
- Soil-informed turf recommendations; and
- Selected outdoor pest-management services.

Aeration, overseeding, and other supplemental services are included only when separately listed and selected in the accepted quote.

## 2.2 Selected Services Only

Services are limited to the line items selected when the quote is approved.

A service, treatment, pest, product, property area, or corrective application is not included unless it appears in the accepted quote or is later added in writing. Website descriptions, educational materials, photographs,

general program information, and verbal discussions do not expand the services included in the accepted quote.

## **2.3 Treatment Area**

Services apply only to the maintained turf or other areas identified in the accepted quote and linked Site Map. Landscape beds, hardscapes, natural areas, pasture, fence lines, rights-of-way, neighboring property, and areas outside the mapped boundaries are excluded unless specifically listed.

## **2.4 Annual Agreement**

Premium7, Basic5, and any other lawn treatment plan identified as a full-season program are annual agreements. The Client may cancel during the service year in accordance with Section 8. Cancellation does not eliminate payment obligations for completed services, committed material costs, deposits, or other nonrefundable items.

# **3. Treatment Decisions and Product Use**

## **3.1 Professional Judgment**

Each treatment is designed around a seasonal or agronomic objective. Products, formulations, application rates, methods, and timing may be adjusted based on:

- Turf species and condition;
- Soil-test information;
- Weather and soil conditions;
- Pest pressure;
- Product availability;
- Product-label requirements;
- Environmental or safety concerns; and
- The professional judgment of the Company's Certified Applicator.

These adjustments will not materially reduce the services included in the accepted quote.

## **3.2 Product Changes**

A treatment description identifies the planned purpose of the visit. It does not guarantee that a particular product, active ingredient, formulation, or application method will be used.

## **3.3 Legal and Label Compliance**

Pesticides, fertilizers, and related products will be used in accordance with applicable laws, licensing requirements, and product labeling.

## **3.4 Application Records**

The Company maintains pesticide application records as required. The Client may request the application record for a completed treatment.

## **3.5 Property Conditions Requiring Notice**

Before treatment, the Client must notify the Company of known conditions requiring special precautions, including:

- Wells, cisterns, ponds, or other water features;
- Beehives or managed pollinator areas;
- Edible gardens;
- Livestock areas;
- Recently installed sod or seed;
- Sensitive plantings;

- Known chemical sensitivities; or
- Applications made by the Client or another provider.

## **4. Pricing and Payment Options**

### **4.1 Accepted Price**

The Client agrees to pay the prices shown in the accepted quote. No service is included solely because it appeared in an earlier estimate, website description, discussion, or prior-year agreement.

### **4.2 Payment Options**

The available payment options for eligible annual plans are: Monthly Pay - Preferred: Ten equal payments collected January through October. Pay-Per-Treatment: Payment collected after each completed scheduled treatment. Full Prepayment: The annual amount is paid during the prepayment window by an eligible Client. No discount, financing charge, or processing adjustment is applied solely because of the selected payment option. Deposits are not payment options. New-Account Deposits and Project Reservation Deposits are governed by Sections 4.6 and 4.7.

### **4.3 Monthly Pay**

Monthly Pay is the Company's preferred payment option. The annual plan price is divided into ten equal payments collected from January through October. The Client selects either:

- The 10th day of each month; or
- The last day of each month.

Monthly Pay is available only before the annual installment cycle has begun. A Client starting service after the cycle begins must use Pay-Per-Treatment unless the Company approves another arrangement. Monthly payments continue on their regular schedule when treatments are temporarily delayed by weather, scheduling conditions, product availability, or another event outside the Company's control. Monthly payments represent installments toward the annual agreement. They are not payments for one specific treatment occurring during that month. If the Company permanently cannot provide the remaining services, the account will be reconciled under Section 9.

### **4.4 Pay-Per-Treatment**

Pay-Per-Treatment remains available with a valid stored payment method. Payment is processed on the next available Company billing date following completion of the treatment. Company billing dates are:

- The 10th day of the month; and
- The last day of the month.

If one scheduled treatment must be divided across multiple visits, payment will not be processed until the treatment is complete.

### **4.5 Full Prepayment**

Full Prepayment may be offered to Clients who have completed at least one full 12-month service cycle with Newell Services. The Company may decline Full Prepayment from a new Client until a complete service cycle has been established. The annual prepayment window is November 1 through December 31. Prepayment does not include a discount. Prepaid funds are subject to the cancellation and account-reconciliation provisions in Sections 8 and 9.

### **4.6 New-Account Deposits**

The Company may require a deposit when a new residential or commercial account is approved. The deposit:

- Will not exceed the cost of two scheduled treatments;
- Will be stated in the quote;

- Will appear as a credit against future invoicing; and
- Is nonrefundable after the quote is approved.

The deposit is not an additional service charge. It is an advance account credit subject to the nonrefundability provision above.

#### **4.7 Project Reservation Deposits**

Certain separately quoted projects, one-time services, or other work requiring dedicated project resources may require a Project Reservation Deposit. The Project Reservation Deposit amount will be stated in the accepted quote. It is credited toward the total accepted project price and is not an additional service charge. A Project Reservation Deposit may be used when Newell Services must reserve or commit resources specifically for the accepted work. Depending on the project, those resources may include:

- Project-specific materials;
- Specialized or rental equipment;
- Limited seasonal, route, or scheduling capacity; or
- Other project-specific resources identified in the accepted quote or applicable Scope of Work.

The accepted quote and applicable Scope of Work, when provided, determine the circumstances under which a Project Reservation Deposit becomes partially or fully nonrefundable. A Project Reservation Deposit does not become nonrefundable solely because the same rule applies to a New-Account Deposit. The deposit type and applicable project terms must be reviewed separately. When a specific nonrefundability trigger is stated in the accepted quote or applicable Scope of Work, that project-specific term controls. If no specific trigger is stated, the deposit will be reconciled based on completed work and documented project-specific commitments that cannot reasonably be canceled, returned, recovered, or reassigned. Client cancellation does not eliminate responsibility for completed work, nonrefundable Project Reservation Deposits, committed material or equipment costs, or other documented project-specific commitments payable under the accepted quote and these Terms. If the Company permanently cannot perform the contracted project for reasons not caused by the Client, the account will be reconciled under Section 9.

#### **4.8 Stored Payment Method**

A valid stored payment method is required for Monthly Pay and Pay-Per-Treatment accounts. Removing, disabling, or failing to replace a stored payment method may result in suspension of service until a valid payment method is restored.

#### **4.9 Discounts and Account Credits**

Newell Services does not discount its published service prices. The Company may occasionally issue referral, promotional, or account credits. These credits:

- Do not change the published service price or included services;
- Have no cash value;
- May not be transferred; and
- Are applied according to the Company's current credit policies.

### **5. Failed and Past-Due Payments**

#### **5.1 Declined Payments**

If a payment is declined, the Company will notify the Client using the contact information on file and request correction of the payment method. The Company may attempt the payment up to two times. No separate failed-payment fee will be charged.

## 5.2 Service Suspension

All services will be suspended when an account reaches 14 days past due, regardless of the Client's payment option. Suspended treatments will not necessarily be rescheduled within their original seasonal treatment window.

## 5.3 Late Charges

Beginning 30 days after the due date, unpaid balances may be assessed a late charge of 1.5% per month or the maximum amount permitted by law, whichever is less. Late charges apply only to the unpaid principal balance and do not compound.

## 5.4 Account Termination

The Company may terminate an account when a balance remains unpaid for 60 days. Account termination does not eliminate the Client's obligation to pay amounts already due.

## 5.5 Collections

Balances remaining unpaid for 90 days may be referred to a collection agency or attorney. The Client is responsible for reasonable collection costs, court costs, and attorney fees incurred by the Company to recover an unpaid balance, to the extent permitted by law.

# 6. Scheduling and Treatment Timing

## 6.1 Seasonal Service Windows

Service dates and treatment intervals are estimates rather than guaranteed appointments. Treatments are scheduled within seasonally appropriate windows based on:

- Weather;
- Turf growth;
- Soil conditions;
- Pest activity;
- Product-label requirements;
- Route efficiency;
- Product availability; and
- Applicator safety.

The Company may advance, delay, divide, or reschedule a treatment when reasonably necessary.

## 6.2 Temporary Delays

Weather, saturated soil, drought, excessive heat, high winds, equipment issues, supply disruptions, government action, or other conditions may delay service. A temporary delay does not cancel the annual agreement or automatically create a refund or account credit.

## 6.3 Property Access

The Client must provide safe and timely access to the treatment area, including:

- Unlocking gates;
- Providing current and accurate gate codes;
- Securing pets;
- Removing items that prevent safe or complete treatment;
- Informing occupants or tenants of the scheduled visit; and
- Submitting an advance Reschedule Request when access will not be available.

Failure to provide access is handled under Section 6.5.

## 6.4 Reschedule Requests

Reschedule requests must be submitted through the official Reschedule Request form available through the My Account page: <https://www.newell-services.com/my-account> Requests should be received by 6:00 a.m. local time on the scheduled service date. Newell Services does not charge a separate rescheduling fee. Rescheduled work will be completed at the Company's next practical opportunity based on seasonal timing, weather, route availability, and product-label requirements. Requested dates or times are not guaranteed.

## 6.5 No Access

When no advance Reschedule Request has been submitted and the Company is unable to perform a scheduled service because of an avoidable access condition, the Client remains responsible for the full value of the scheduled service visit. Preventable access conditions include:

- Locked or inaccessible gates;
- Missing, outdated, or incorrect gate codes;
- Unsecured pets preventing safe entry;
- Vehicles, equipment, toys, hoses, or other items blocking the treatment area;
- Occupants or tenants refusing or preventing access; and
- Other property conditions that reasonably prevent the scheduled service from being completed.

For Pay-Per-Treatment accounts, the full scheduled treatment price will be charged. For Monthly Pay and Full Prepayment accounts, no refund, payment reduction, or account credit will be issued for the inaccessible visit. The full charge reflects reserved route time, travel, preparation, and the lost opportunity to service another scheduled property. A replacement visit is not guaranteed. The Company will determine whether the missed treatment can reasonably be rescheduled based on seasonal timing, product-label requirements, and route availability. This policy does not apply when the Company is unable to perform the service because of weather, applicator safety concerns, equipment failure, or another condition outside the Client's reasonable control.

## 7. Client Responsibilities

### 7.1 Lawn Maintenance

The Client is responsible for:

- Mowing;
- Irrigation;
- Drainage management;
- Leaf and debris removal;
- Pet-waste management;
- Traffic management; and
- Other cultural practices not included in the accepted quote.

Company recommendations regarding mowing and irrigation are guided by Oklahoma State University Extension lawn-management guidance:

Oklahoma State University Extension - Lawn Management

### 7.2 Changes Affecting Treatment

The Client must notify the Company of material changes affecting treatment, including:

- Irrigation failure;
- Drainage problems;
- Recent seeding or sod installation;
- Construction or landscape work;
- Chemical applications by another person;

- Changes to the treatment boundaries; or
- New property hazards.

### **7.3 Reentry**

The Client must keep children, pets, guests, and other persons off treated areas until the product has dried or until another reentry period stated by the Company or product label has passed. The Company is not responsible for exposure resulting from disregard of reentry instructions or posted signage.

### **7.4 Underground and Hidden Property**

The Client is responsible for disclosing underground utilities, irrigation components, invisible fences, landscape lighting, drainage systems, or other buried or hidden items that could be damaged during service.

## **8. Cancellation and Automatic Renewal**

### **8.1 Automatic Renewal**

Annual plans renew automatically on January 1 of each year unless canceled through the official Service Cancellation Request form no later than December 31. The Company will send a renewal notice through its official email and/or text communication channels before renewal. The renewal notice will identify:

- The upcoming annual price;
- The available payment arrangement; and
- The December 31 cancellation deadline.

### **8.2 Renewal Pricing**

Annual prices may change at renewal. A price increase of 5% or less may take effect automatically after notice without a newly signed quote. An increase greater than 5% requires a new quote and Client approval before the increased price takes effect. Continued service after renewal notice constitutes acceptance of a price increase of 5% or less.

### **8.3 Official Cancellation Method**

All service cancellations must be submitted through the official Service Cancellation Request form available through the My Account page: <https://www.newell-services.com/my-account> Phone calls, text messages, verbal statements made during a service visit, social-media messages, and informal email discussions do not constitute cancellation. The date the official form is submitted will be used to determine whether the required cancellation notice was provided. The Client may identify a requested cancellation effective date within the form, subject to the notice requirements in Section 8.4.

### **8.4 Cancellation Notice**

A cancellation request should be received at least seven days before the next scheduled treatment. The Client may identify a requested cancellation effective date on the form. If the form is submitted fewer than seven days before the next scheduled treatment, the upcoming treatment may proceed and remain payable. To prevent automatic renewal, the official cancellation form must be received no later than December 31.

### **8.5 Midseason Cancellation of Annual Plans**

Premium7, Basic5, and other annual plans remain full-season agreements even though the Client may submit a midseason cancellation. Upon cancellation, the Client remains responsible for:

- Completed services;
- Committed material costs;
- Nonrefundable deposits;

- Completed soil testing;
- Specially ordered or nonreturnable materials;
- Completed planning work; and
- Other amounts already due under the accepted quote.

No separate early-termination or administrative fee is charged.

## **8.6 Committed Material Costs**

Committed material costs are documented costs for materials that were specially ordered, allocated, prepared, or purchased specifically for the Client and cannot reasonably be returned or reassigned to another account. Ordinary Company inventory that can reasonably be used elsewhere will not be charged as a committed material cost solely because of cancellation.

## **8.7 Cancellation of Projects and One-Time Services**

Cancellation of a separately quoted project or one-time service is subject to the accepted quote, any applicable Scope of Work, Section 4.7, and the account-reconciliation provisions in Section 9. Upon cancellation, the Client remains responsible for applicable completed work, nonrefundable Project Reservation Deposits, committed material or equipment costs, and other documented project-specific commitments that cannot reasonably be canceled, returned, recovered, or reassigned. Cancellation does not automatically make the entire remaining project balance payable unless the accepted quote or other controlling agreement document expressly provides otherwise.

# **9. Refunds and Account Reconciliation**

## **9.1 General Refund Rule**

Dissatisfaction with lawn appearance, treatment response, weed breakthrough, pest activity, or other subjective results is not a basis for a refund.

## **9.2 Prepaid Annual Accounts**

When a prepaid annual-plan Client cancels, the account will be reconciled against:

- Completed services;
- Committed material costs;
- Nonrefundable deposits;
- Completed soil testing;
- Specially ordered or nonreturnable materials;
- Completed planning work; and
- Other unpaid amounts.

Any remaining unused prepayment balance will be refunded within 30 days. Full Prepayment does not create an unconditional right to a refund before account reconciliation.

## **9.3 Nonrefundable Items**

The following are nonrefundable when the applicable nonrefundability condition has been reached:

- New-Account Deposits under Section 4.6;
- Project Reservation Deposits to the extent they have become nonrefundable under Section 4.7, the accepted quote, or an applicable Scope of Work;
- Completed soil tests;
- Specially ordered or nonreturnable materials;
- Committed material costs;
- Completed planning work; and
- Other project-specific commitments identified as nonrefundable in the accepted agreement.

## **9.4 Company Termination or Permanent Inability to Perform Without Client Fault**

If the Company ends the agreement or permanently cannot perform remaining contracted work for reasons not caused by the Client, the account will be reconciled. Prepaid amounts attributable to unperformed work will be refunded after deduction of applicable completed work and properly nonrefundable items.

## **9.5 Refund Method**

Approved refunds will be returned to the original payment method when practical. The Company may issue a paper check when refunding the original payment method is unavailable or impractical. Approved refunds will be processed within 30 days.

# **10. Results and Program Limitations**

## **10.1 Program Objectives**

Newell Services lawn treatment programs are intended to:

- Reduce weed pressure;
- Provide appropriate nutrient support;
- Encourage turf density;
- Address selected turf pests; and
- Improve seasonal lawn performance over time.

## **10.2 No Specific Result Guarantee**

No specific turf condition, color, density, appearance, pest-control percentage, or completion date is guaranteed. No program guarantees a completely weed-free, insect-free, or disease-free lawn.

## **10.3 Cumulative Improvement**

Lawn improvement is cumulative. Changes in density, rooting, ground coverage, stress tolerance, and seasonal consistency may require multiple treatments or more than one growing season. Clients are encouraged to allow at least four scheduled treatments before evaluating the overall effectiveness of a lawn-improvement program. This recommendation does not prevent cancellation under Section 8.

## **10.4 Conditions Outside Company Control**

Results may be affected by:

- Weather and temperature;
- Drought or excessive rainfall;
- Irrigation;
- Mowing;
- Drainage;
- Shade;
- Soil conditions;
- Compaction;
- Turf species;
- Prior treatments;
- Pest or disease pressure;
- Construction;
- Pet activity;
- Wildlife;
- Traffic; and
- Other conditions outside the Company's control.

## **10.5 Existing Deficiencies**

The Company is not responsible for correcting pre-existing deficiencies unless corrective work is specifically included in the accepted quote. Some conditions may require additional services, cultural changes, irrigation repairs, drainage work, turf replacement, or other actions outside the accepted plan.

## **10.6 Service Concerns**

Clients should report concerns promptly and provide the Company a reasonable opportunity to inspect the property. Any corrective treatment will be based on:

- The accepted services;
- Conditions observed;
- Product-label requirements; and
- Professional judgment.

Reporting a concern does not automatically establish entitlement to a refund, credit, or free service.

# **11. Company Suspension or Termination**

## **11.1 Grounds for Suspension or Termination**

The Company may suspend or terminate service because of:

- Nonpayment;
- An invalid or removed payment method;
- Unsafe property conditions;
- Repeated lack of access;
- Threats, harassment, or abusive conduct;
- Service-area or route changes;
- Property conditions that make treatment unsafe or ineffective;
- Client interference with the treatment program;
- Unauthorized product applications that conflict with Company treatments;
- Violation of reentry or safety instructions; or
- A material breach of these Terms.

## **11.2 Client Conduct**

The Company may terminate service immediately if a property owner, occupant, neighbor, guest, representative, or other person threatens, harasses, intimidates, or abuses Company personnel.

## **11.3 Account Balance After Termination**

Termination does not eliminate payment obligations for completed services, committed costs, nonrefundable items, or past-due balances. Refunds following termination without Client fault will be handled under Section 9.

# **12. Force Majeure**

## **12.1 Events Outside Company Control**

The Company is not responsible for delays or interruptions caused by events outside its reasonable control, including:

- Severe weather;
- Natural disasters;
- Fire;
- Drought;
- Flooding;

- Government action;
- Product shortages;
- Labor disruption;
- Equipment failure;
- Road closures;
- Public-health emergencies; or
- Similar events.

## **12.2 Temporary Delays**

Temporary delays do not cancel the annual agreement or suspend Monthly Pay. The Company will make reasonable efforts to resume or reschedule service when conditions allow.

## **12.3 Permanent Inability to Perform**

If a force-majeure event permanently prevents the Company from performing the remaining services, the account will be reconciled. Any prepaid amount attributable to services that cannot be performed will be refunded after deduction of applicable nonrefundable items.

# **13. Liability and Insurance**

## **13.1 Conditions Outside Company Control**

The Company is not liable for damage, loss, or poor lawn performance resulting from:

- Weather;
- Wildlife;
- Pets;
- Irrigation failure;
- Mowing practices;
- Undisclosed property conditions;
- Underground or hidden obstacles;
- Acts of other contractors; or
- Other circumstances outside the Company's reasonable control.

## **13.2 Licensing and Insurance**

The Company maintains the licensing and insurance required for the services it provides.

## **13.3 Client Property Insurance**

Clients are responsible for maintaining appropriate property and liability insurance for their property.

# **14. Photographs, Testimonials, and Service Documentation**

## **14.1 Service Documentation**

The Company may photograph serviced areas for:

- Treatment documentation;
- Diagnosis;
- Training;
- Quality control;
- Historical comparison; and
- Internal recordkeeping.

## **14.2 Marketing Use**

The Company may use photographs of lawns and landscapes for educational or marketing purposes. The Company will take reasonable steps to avoid publicly displaying people, vehicle license plates, interior views, house numbers, or other sensitive identifying information without permission.

## **14.3 Testimonials**

The Company will not publicly attribute a direct quotation or testimonial to a Client without permission. Testimonials may be edited for length, grammar, or clarity but will not be intentionally changed in a way that alters their meaning.

## **14.4 Prior Results**

Photographs, reviews, testimonials, and case studies describe specific properties and conditions. They do not guarantee that another property will achieve the same result.

# **15. Privacy**

## **15.1 Information Collected**

The Company may collect Client, property, billing, payment, communication, photograph, and service information necessary to operate the account.

## **15.2 Use of Information**

Information may be used for:

- Service delivery;
- Scheduling;
- Billing;
- Client communication;
- Recordkeeping;
- Regulatory compliance;
- Quality control; and
- Marketing communications, subject to available opt-out rights.

## **15.3 Information Sharing**

The Company does not sell Client personal information.

Information may be shared with payment processors, software providers, professional advisers, collection providers, or government agencies when reasonably necessary for service delivery, account administration, or legal compliance.

## **15.4 Retention and Security**

Information will be retained for as long as reasonably necessary for business, legal, tax, licensing, or recordkeeping purposes. The Company will use reasonable measures to protect the information it maintains.

## **15.5 Age Limitation**

Services are not directed to individuals under 18 years of age.

# **16. General Legal Terms**

## **16.1 Governing Law**

These Terms and the parties' agreement are governed by the laws of the State of Oklahoma.

## 16.2 Venue

Any legal action relating to the agreement will be brought in a court of appropriate jurisdiction in Osage County, Oklahoma, unless applicable law requires otherwise.

## 16.3 Severability

If any provision is found invalid or unenforceable, the remaining provisions will remain in effect.

## 16.4 No Waiver

A delay or failure by either party to enforce a provision does not waive the right to enforce that provision later.

## 16.5 Changes to These Terms

The Company may update these Terms for future service periods. Material changes will be communicated through the Company's official email, text, quote, or account-notification channels. Continued service after the effective date of an update constitutes acceptance of the revised Terms. Changes required for safety, licensing, regulatory compliance, or product-label compliance may take effect when necessary.

## 16.6 Electronic Communications

The Client agrees that quotes, renewal notices, invoices, reminders, service notifications, account notices, and other communications may be delivered electronically using the email address or telephone number on file. The Client is responsible for keeping contact information current.

# Document Revision History

### Version 2.1 - Effective January 1, 2027 - Revised August 16, 2026

- Established Project Reservation Deposit as a general payment category for eligible separately quoted projects, one-time services, and other work requiring dedicated project resources.
- Distinguished Project Reservation Deposits from New-Account Deposits and Full Prepayment.
- Clarified that the accepted quote and applicable Scope of Work determine project-specific nonrefundability triggers.
- Added project and one-time-service cancellation and account-reconciliation rules.
- Updated nonrefundable-item language to include Project Reservation Deposits when the applicable trigger has been reached.
- Preserved the Aeration & Overseed deposit structure as one service-specific application of the broader Project Reservation Deposit policy.

### Version 2.0 - Effective January 1, 2027

- Reorganized the Terms into a plain-language format.
- Updated the service definition to reflect lawn treatment and selected outdoor pest-management services.
- Integrated all payment options into one section.
- Established Monthly Pay as the preferred payment option.
- Clarified deposits, cancellations, refunds, and committed material costs.
- Added annual renewal pricing and notification rules.
- Centralized official requests through the My Account page.
- Removed separate rescheduling fees.
- Clarified full charges for preventable no-access visits.
- Clarified seasonal scheduling, treatment flexibility, and Client responsibilities.
- Removed duplicated and conflicting provisions from the prior Terms.