

Terms and Conditions. Updated 1/1/26

Lenz Pest Control, Inc.

613 ½ N. Milpas St., Santa Barbara, CA 93103

Phone: (805) 962-9151 Email: GP@lenzpest.com

Section 1 – Purpose and Agreement

This Service Agreement (“Agreement”) sets forth the terms and conditions under which Lenz Pest Control, Inc. (“Lenz,” “we,” or “our”) provides pest control services to the customer (“Client,” “you,” or “your”).

By requesting, scheduling, authorizing, or continuing to receive services from Lenz, the Client acknowledges and agrees to be bound by the terms of this Agreement.

This Agreement is available through the Lenz Pest Control client portal and applies to all services performed by Lenz, whether rendered pursuant to a written proposal, work order, or recurring service program, unless expressly modified in writing by Lenz.

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Section 2 – Scope of Services

Lenz provides pest control services under subscription programs that define the frequency of service, areas of treatment, and pests included in coverage. Each subscription also specifies any warranty coverage that may apply to the services performed.

Subscriptions may be one-time, weekly, monthly, or quarterly, depending on the service plan recommended for your property and pest conditions.

Each Client's active subscription specifies which pests and conditions are covered. Clients should refer to their current subscription details—available through the Lenz Pest Control client portal or by contacting our office—to confirm included services, exclusions, frequency, and warranty terms.

Lenz currently offers the following subscription types:

- General Pest Subscription – Routine service designed to prevent and control ants, spiders, and general crawling insects.
- Rodent Maintenance Program – Ongoing inspection, trapping, and exterior bait or mechanical control designed to reduce rodent activity and prevent re-entry.
- Specialty Pest Programs – Customized services for specific pests or conditions such as fleas, bed bugs, wasps, flying insects, gophers, or ground squirrels, performed using approved and legal methods.

All services are performed in compliance with applicable federal, state, and local regulations, EPA label directions, and industry standards. Any work requested outside the Client's active subscription may incur additional charges and must be approved in advance.

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Section 3 – Scheduling and Access

Lenz will schedule services based on the Client's selected service preference: Call to Schedule, Text/Email/Voicemail Notification, or Anytime.

- Call to Schedule – Lenz will contact the Client in advance to arrange an appointment time.
- Text/Email/Voicemail Notification (“Leave Message”) – Lenz will notify the Client using the preferred communication method before service and proceed as scheduled unless access restrictions are communicated. Clients may update their preferred notification method directly through the Lenz Pest Control client portal.
- Anytime – Lenz may perform service without prior notice during normal business hours.

If service cannot be completed due to inaccessible areas, locked gates, or pets preventing safe entry:

- Call to Schedule appointments may be subject to a \$45.00 no-show or late-cancellation fee if less than 24 hours' cancellation notice is provided.
- Text/Email/Voicemail (“Leave Message”) and Anytime services will not be charged a fee unless the Client confirmed the appointment in person, by text, or by email, and access was still denied at the time of service.

Clients must provide reasonable access to all areas requiring service, including interior, exterior, attics, crawlspaces, and sub-areas when applicable. If keys, gate codes, or alarm codes are required, they must be provided in advance or the Client must be present at the time of service.

For safety, people and pets must remain out of treated areas for at least 2–4 hours after exterior service and 4–6 hours after interior service, depending on weather conditions and materials used.

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Section 4 – Service Frequency and Renewal

All Lenz subscriptions continue automatically from month to month unless canceled in writing or by calling our office and speaking with a representative. Lenz does not use timed or fixed-term contracts—services may be changed or canceled by the Client at any time.

Subscriptions may be scheduled as one-time, weekly, monthly, or quarterly, depending on the program recommended for the property and level of activity. Clients may request a change in service frequency at any time through the Lenz Pest Control client portal or by contacting our office.

Price increases occur bi-annually or at the time of a subscription change. Lenz will provide at least 30 days' advance notice before any change in pricing takes effect.

If a service subscription is canceled and later restarted, an initial service cost may apply to reestablish the program and restore coverage.

Lenz reserves the right to adjust service methods or schedules based on seasonal pest activity, property conditions, or safety considerations.

Cancellation of service does not remove or forgive any outstanding balance owed for previously rendered services.

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Section 5 – Customer Responsibilities

Effective pest management requires cooperation between the Client and Lenz. To ensure the success of each service, the Client agrees to the following responsibilities:

- Preparation and Aftercare – Follow all preparation and aftercare instructions provided by Lenz before and after each service. If required pre-service preparation is not completed, warranty coverage may be denied or voided for that service.
- Access and Safety – Provide safe working conditions for Lenz personnel, including clear access to treatment areas, secured pets, and removal of obstacles or hazards.
- Sanitation and Maintenance – Correct conditions identified by Lenz that attract or harbor pests, such as overgrown vegetation, leaks, debris, or food sources. Clients are not expected to identify such conditions independently but are expected to address issues once they have been noted by a technician or office representative.
- Follow-Up and Communication – Allow scheduled follow-up inspections as needed and promptly notify Lenz if pest activity persists between services. Clients are responsible for responding to the office to schedule their subscription services and must ensure that their appointments are scheduled on time. Lenz reserves the right to cancel services or suspend warranty coverage if recurring visits cannot be scheduled or completed within the recommended time frame.
- Compliance and Cooperation – Follow technician recommendations regarding repairs, structural corrections, or sanitation improvements that are necessary for effective control.

Failure to follow technician instructions or to correct conditions conducive to pests may limit the effectiveness of service, void any applicable warranty, or affect subscription coverage.

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Section 6 – Safety and Preparation

Clients must follow all safety precautions and preparation instructions provided by Lenz before and after each service.

All people and pets must remain out of treated areas for at least 2 to 4 hours after exterior service and 4 to 6 hours after interior service, unless otherwise directed by a Lenz technician. The actual re-entry time may vary depending on weather conditions—hot or dry weather allows materials to dry more quickly, while cool or damp conditions require longer drying periods.

The Client must notify Lenz prior to service if there are any fishponds, aquariums, organic gardens, or other sensitive areas or items that could be affected by treatment so appropriate precautions can be taken.

Clients should also ensure that no other staff, contractors, or workers are scheduled to be in treatment areas during or immediately after service. If people or pets are present in treated areas, Lenz may be required to cancel or reschedule the appointment for safety reasons.

Failure to follow preparation or safety instructions may delay service, void warranty coverage, or require an additional visit at the Client's expense.

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Section 7 – Materials and Regulatory Compliance

Lenz uses materials and methods that are approved for use in the State of California under applicable structural pest control regulations. All products and devices are applied or installed in strict accordance with manufacturer label directions, state and federal law, and industry best practices.

Materials used by Lenz may include:

- EPA-registered pesticides approved by the U.S. Environmental Protection Agency (EPA) and the California Department of Pesticide Regulation (CDPR).
- Minimum-risk pesticides that are exempt under EPA FIFRA 25(b) and do not require registration or a formal pesticide label.
- Non-chemical methods such as mechanical traps, exclusion materials, or monitoring devices when appropriate for the situation.

A complete list of products commonly used by Lenz, including their EPA Registration Numbers, active ingredients, and target pests, is provided in Exhibit A – Approved Product List attached to this Agreement.

Safety Data Sheets (SDS) are available upon request by contacting the Lenz Pest Control office.

No product, device, or treatment method will be used contrary to its labeling, manufacturer directions, or applicable law.

Lenz selects products and treatment methods at its own discretion, prioritizing the safest and most effective solutions available to achieve the desired level of pest control.

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Section 8 – Payment Terms

Payment for all services is due within fifteen (15) days of the completion date unless otherwise stated in writing.

Clients enrolled in autopay will be billed automatically upon completion of each service. Lenz strongly recommends autopay enrollment for all ongoing subscriptions to avoid service interruptions or delays due to missed payments.

For non-autopay accounts, payment must be received before the next scheduled service visit. Lenz may suspend or postpone future subscription services if prior visits remain unpaid.

Each subscription type (e.g., weekly, monthly, quarterly) is billed and tracked separately. A delinquent balance on one subscription will not automatically suspend other active subscriptions; however, the specific subscription with an unpaid balance will not be performed again until its prior service has been paid in full.

If a client maintains multiple subscriptions (such as quarterly and monthly services), Lenz may continue performing services under paid subscriptions even if another subscription remains temporarily past due.

Returned checks or declined payments may result in a \$25.00 processing fee, and unpaid balances exceeding 30 days may result in temporary service suspension. Accounts that remain 90 days past due, with no communication or payment arrangement made with Lenz, will be forwarded to collections for recovery.

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Section 9 – Cancellation and Termination

- One-Time Services: Cancellations must be made at least 24 hours prior to the scheduled appointment to avoid a cancellation fee.

- Recurring Subscriptions: Clients may cancel at any time by contacting the Lenz Pest Control office by phone and speaking with a staff member. No written notice is required.

- Lenz's Right to Terminate:

Lenz reserves the right to cancel or suspend service at any time for reasons including, but not limited to:

- Nonpayment or chronic late payment.
- Repeated rescheduling or missed appointments.
- Unsafe or unsanitary conditions that prevent safe service.
- Abusive, disrespectful, or inappropriate behavior toward any Lenz Pest Control employee or representative.
- Failure to cooperate with preparation or access requirements.

If service is canceled after treatment has begun or materials have been applied, no refund will be issued for the portion of service already performed.

If Lenz terminates an account, all outstanding balances for completed work become immediately due.

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Section 10 – Warranty and Service Guarantee

Warranty coverage is provided at the discretion of Lenz Pest Control and applies only to the specific pests, areas, and conditions covered under the Client's active subscription.

Not all services or subscriptions include a warranty. In cases where effective control is not reasonably achievable—such as treating an individual apartment in a multi-unit complex, or when environmental or structural conditions limit treatment success—Lenz will inform the Client in advance that no warranty applies and explain the reason.

When a warranty is included, it covers re-inspection and retreatment of the problem area(s) only, as determined by a Lenz technician after evaluation. Warranty coverage does not include full-property retreatment unless deemed necessary by Lenz.

If not otherwise stated in writing, the warranty period corresponds to the duration of the subscription cycle:

- Quarterly subscription – 90-day warranty
- Monthly subscription – 30-day warranty
- Weekly subscription – 7-day warranty
- One-time service – warranty only if specifically noted on the service ticket

All warranties are contingent upon the Client's compliance with preparation, sanitation, and access requirements. Warranty coverage is void if:

- Technician recommendations are not followed,
- Service is interrupted or canceled,
- Other pest control providers treat the same property during the warranty period, or
- Conditions conducive to pest activity remain uncorrected.

Warranty obligations are limited to retreatment of the affected areas only. No refunds or credits are offered under warranty.

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Section 11 – Service Limitations

Pest control services are intended to achieve reasonable and sustained reduction of pest activity, consistent with professional industry standards. Complete or permanent elimination of all pests cannot be guaranteed.

Results may vary depending on factors beyond the control of Lenz, including but not limited to weather conditions, neighboring properties, structural deficiencies, sanitation issues, landscaping, or other environmental factors that can reintroduce or support pest populations.

Some pests—such as rodents, ants, or flying insects—may require ongoing or follow-up services to maintain acceptable control levels. Fluctuations in pest activity are common, especially with outdoor or seasonal pests, and do not necessarily indicate treatment failure.

Lenz will make every reasonable effort to address pest activity reported during the warranty or subscription period in accordance with the terms of this Agreement.

Lenz's liability for any loss, damage, or claim related to pest control services is limited to the cost of the last service provided under the affected subscription.

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Section 12 – Limitation of Liability and Indemnification

Lenz Pest Control, Inc. will exercise due care and professional judgment in performing all services described in this Agreement. However, Lenz's total liability for any loss, claim, or damage arising out of the performance or nonperformance of services is strictly limited to the cost of the last service provided under the applicable subscription or work order.

Lenz shall not be liable for:

- Existing damage or deterioration caused by pests prior to treatment.
- Damage or pest activity resulting from structural defects, sanitation issues, or environmental factors beyond Lenz's control.
- Re-infestation caused by pests migrating from adjacent properties, untreated areas, or newly introduced materials or goods.
- Incidental, indirect, or consequential damages including but not limited to loss of use, business interruption, or property damage not directly caused by Lenz's negligence.

The Client agrees to hold harmless and indemnify Lenz Pest Control, Inc., its owners, employees, and representatives from and against any claims, damages, or expenses arising out of the Client's failure to follow instructions, maintain sanitation, or provide proper access for service.

This limitation of liability applies to all claims, whether in contract, tort, or otherwise, and shall survive the termination or cancellation of this Agreement.

Lenz makes no warranties, express or implied, other than those specifically described in this Agreement.

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Section 13 – Pesticide Use and Reporting Notice

Pesticides are toxic materials and must be handled in strict compliance with federal and California law. In accordance with California Business and Professions Code § 8538 and Title 16, California Code of Regulations § 1970.42, Lenz Pest Control, Inc. (“Lenz”) provides the following notice and disclosures:

- Lenz will give written notice to the property owner or agent, and to any tenants (if applicable), identifying:

1. The pest(s) to be controlled;
2. The pesticide(s) proposed for use and their active ingredient(s);
3. The following state-required statement:

STATE LAW REQUIRES THAT YOU BE GIVEN THE FOLLOWING INFORMATION:

CAUTION — PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board and apply pesticides that are registered and approved for use by the Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the State finds that, based on existing scientific evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

- For periodic services, the notice will also include the frequency of treatments.
- Post-application documentation will be left after each service listing:
 - The common, generic, or chemical name of each pesticide applied;
 - The service date; and
 - Lenz’s business name, address, and phone number.
- Upon written request made within three (3) years of any application, Lenz will provide the pesticide name(s) within 24 hours of receiving the request.
- Lenz maintains all required pesticide use records and monthly reports with the appropriate County Agricultural Commissioner in compliance with California law.

To review a list of products commonly used by Lenz, including their EPA Registration Numbers, active ingredients, and target pests, please refer to Exhibit A – Approved Product List attached to this Agreement.

By accepting service, the Client acknowledges understanding these notice and reporting requirements and agrees to cooperate as necessary for compliance.

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Section 14 – Dispute Resolution and Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict-of-law principles.

In the event of any dispute, claim, or controversy arising out of or relating to this Agreement or the services provided by Lenz, the parties agree to first attempt to resolve the matter informally and in good faith through management at Lenz Pest Control.

If unresolved, any claim shall be submitted to binding arbitration conducted in Santa Barbara County, California, under the rules of the American Arbitration Association (AAA) or another mutually agreed arbitration service. Each party shall bear its own attorney's fees and costs, except where otherwise provided by law. The arbitration decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

Nothing in this section prevents Lenz from pursuing collection actions or other remedies in small claims court for unpaid balances owed under this Agreement.

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Section 15 – Entire Agreement and Severability

This Agreement, including any referenced exhibits or attachments, constitutes the entire understanding between Lenz Pest Control, Inc. and the Client regarding the services described herein and supersedes all prior or contemporaneous agreements, proposals, or communications, whether written or oral.

No modification or amendment to this Agreement shall be effective unless made in writing and authorized by a representative of Lenz Pest Control, Inc.

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Failure by Lenz to enforce any provision of this Agreement shall not be deemed a waiver of that or any other provision.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and permitted assigns.