



Litoma, Inc., DBA Lindsey's
 3213 Main Street, Suite 8
 Bryant, AR 72022
 Ph: 501-847-7665
lindseyservice2@yahoo.com

2025 SERVICE VACUUMING CONTRACT

Please check your pool size and desired service frequency. Fill out the "Acceptance of Contract" on the second page and mail or bring to our store at least one week (7 days) before you want the service to begin. Your email address and credit card information must be included to start service. Litoma, Inc., dba Lindsey's (herein after called Lindsey's) will not service any pool on a Weekly/Bi-Weekly/Seasonal basis if this contract is not signed. All service contracts require a credit card to be placed on file. Lindsey's will process your credit card on or about the 5th of the month after the service is completed and the paid receipt will be emailed to you. You may change your type of service (Weekly or Bi-Weekly) **only one** time during the Season.

<u>Pool Size</u>		<u>Weekly Cleaning</u>	<u>Bi-Weekly Cleaning *</u>	<u>4/1 - 9/30 Season **</u>	<u>Note: There <i>will</i> be additional charges for exceptionally dirty pools. Initial your acknowledgment.</u>
☐	Up to 20K gallons	☐ \$80.00	☐ \$110.00	☐ \$3,700.00	
☐	Over 20K to 30K gallons	☐ \$120.00	☐ \$170.00	☐ \$4,200.00	This year we will be assigning service days according to routing and availability
☐	Over 30K to 40K gallons	☐ \$150.00	☐ \$200.00	☐ \$4,700.00	
☐	Over 40K gallons	Priced by Quote			

*** Bi-Weekly Service:** Lindsey's is not responsible for cleaning, emptying baskets, adding balancing or treatment chemicals, nor the appearance or condition of the water, between visits. If the pool is not properly maintained on Bi-Weekly Service, you will be required to change to Weekly Service or cancel.

**** Seasonal Service:** includes weekly cleanings and balancing chemicals after the opening/initial cleaning from April 1st to September 30th. After September 30th, cleanings will be charged at the Weekly/Bi-Weekly rates and chemicals will be charged separately. * Balancing chemicals include: Alkalinity, pH Up, pH Down, Calcium, and Conditioner/Stabilizer. This does not include maintenance chemicals such as chlorine tabs/shock or salt, nor treatments for algae, phosphates, stains, scaling, etc.

To qualify for Seasonal Service, your pool must be opened no later than March 15th.

Lindsey's will perform the following services to the pool at each visit:

- 1) Backwash the filter (sand only). (Additional charges apply for cartridge or DE filter cleaning)
- 2) Check all baskets (Skimmer/s, Pump & Cleaner): empty, clear of debris, and rinse if needed
- 3) Brush walls and steps as needed to clean water line and remove any debris
- 4) Dip net any surface debris on water
- 5) Perform an onsite water test and add needed chemicals (chemicals charged separately)
- 6) Vacuum pool bottom as needed
- 7) Add tabs to skimmer or chlorinator
- 8) Visually inspect all equipment for leaks or problems

Note: When chemicals are needed to balance water chemistry, you will be required to purchase the chemicals from Lindsey's for the duration of this contract. Chemicals added to the pool are charged in addition to the Weekly/Bi-Weekly service fees.

During the year, there will be no services performed: Memorial Day, 4th of July, Our Annual Company Trip in August (Dates TBD), Labor Day, Thanksgiving, and approximately two weeks at Christmas/New Year's when the store is closed. Every effort will be made to alter your service day so you will not be skipped, but limitations of personnel & vehicles will dictate.

Initial Each	CONDITIONS OF CONTRACT
	1) Lindsey's will perform the above-stated services on a Weekly/Bi-Weekly basis throughout the length of the contract.
	2) In order to properly maintain the pool, customer agrees to have an automatic pool cleaner that is used at least every other day or more often as needed.
	3) Once daily high temperatures are consistently above 80° or no later than May 15th, customer agrees to run the pool 24 hours a day/7 days a week (timer turned off, pool circulating at all times).
	4) All customers will have the pool water tested on-site each visit and chemicals added immediately. Bi-Weekly customers may have to test and add chemicals on the "off" week of service. Once a month, a water sample will be brought into the store for our in-depth analysis and any adjustment to levels will be made on-site at the next visit.
	5) Due to OSHA and insurance regulations, Lindsey's technicians cannot add/handle chemicals that have been purchased elsewhere.
	6) This is a service/cleaning contract only. If repairs, such as pump/motor servicing, sand changes, etc., are needed, a separate visit will be scheduled and normal service rates will apply. In order to best care for the pool, if our technicians observe an issue that will cost less than \$100 and can be addressed immediately by the technician, customer consents to have Lindsey's do that repair without prior notice and the charges will be added to the monthly billing.
	7) Customer understands that circumstances may arise that affect or prevent Lindsey's from performing service, such as weather, employee absence, or holidays. In such events, Lindsey's may elect to postpone services for one week, not to exceed a total of three (3) missed visits during the contract period. In the event of inclement weather, the pool will be cleaned to the extent weather permits and/or only chemicals added.
	8) Customer must provide access to pool site. Dogs, locked gates, etc., can cause delays. If Lindsey's technicians cannot access the property, an additional inaccessibility fee of \$50 will be charged in addition to the normal Weekly/Bi-Weekly charges due. Please make arrangements with the service department to avoid these types of problems.
	9) If incorrect pool size is given, customer will be charged the correct price for Weekly/Bi-Weekly/Seasonal service.
	10) All charges for the previous month will be billed to customer's credit card on or about the 5th of the following month. Copies of the Sales Orders/Invoices for the month will be emailed at least 48 hours prior to billing. If the payment is declined for any reason, service will stop and customer will be billed a \$25 service fee and 1.5% finance charge for each month payment is not received.
	11) Lindsey's is not responsible for any fines or damages caused by pumping out pool water, application of chemicals, or refilling pool. Lindsey's is not responsible for any damage to liners.
	12) Solar blankets must be removed before the service team arrives. If solar covers are not removed before the team's arrival, an additional charge of \$50 will be added to that day's charges to remove and replace it.
	13) Any disputes arising hereunder, whether in contract or tort, shall be governed by the laws of the State of Arkansas and the American Arbitration Association shall have exclusive jurisdiction and venue and customer expressly waives their right to litigate any dispute under the terms of this contract. Customer shall pay all Lindsey's costs and expenses including attorney's fees incurred by Lindsey's in enforcing any terms or conditions of this agreement or in protecting Lindsey's rights herein.
	14) There will be a \$50.00 charge for cancellation less than twenty-four (24) hours before any scheduled service. This charge will be in addition to the normal Weekly or Bi-Weekly service fee.
	15) To cancel this contract, you must notify Lindsey's in writing (email is acceptable) at least 48 hours before the next scheduled service date. Seasonal customers will not receive a refund of any previously collected fees. Weekly/Bi-Weekly customers will be billed immediately for the services performed in the current month.

**** PRICES SUBJECT TO CHANGE WITHOUT NOTICE ****

ACCEPTANCE OF CONTRACT

SERVICE START:	/ , 2025	SERVICE END:	/ , 2025
OWNER(S):		BEST PHONE#:	
SERVICE ADDRESS:		WORK PHONE#:	
CITY, ST, ZIP:		ADDL PHONE#:	
EMAIL ADDRESS:		(required)	

CREDIT CARD INFORMATION

Please place my credit card on file for payment as per terms and conditions of the contract
(Credit card must be valid throughout the entire service date range above)

Cardholder's Name:	Card #:	Exp:	Code:
☐ Visa ☐ MC ☐ Amex ☐ Disc			
/	/		
Signature of Owner	Print Name	Date Signed	