



Membership Agreement & *Terms of Service*

By starting service with Black Flag Pools, you agree to the terms below.

These standards exist to protect your pool, your property, and the consistency of weekly service.

1 Membership Rates & Scope

Residential Membership Pricing

Screened pools: **\$150/month** + chemicals

Open pools: **\$200/month** + chemicals

Quoted Services

Pools over 20,000 gallons: custom quoted

Commercial pools and rental properties: quoted based on scope and needs

Chemicals are billed separately because each pool has different demands. Chemical use is tracked each visit and itemized on invoices.

2 Weekly Service Standards

A standard weekly visit generally includes:

Water testing and balancing

Chemical adjustments as needed

Emptying skimmer and pump baskets

Brushing and netting as needed based on conditions

Vacuuming the pool as needed

Tile scrubbing and treatments

Basic visual equipment checks

Basic equipment maintenance

Some tasks are rotational and do not occur every visit, including filter maintenance and salt cell cleaning.

3 **Scheduled Day & Arrival Window**

Your service day is scheduled, but arrival time may vary as we optimize routes for traffic, weather, extra stops, and route efficiency.

Service is performed between **7:00am and 3:00pm**.

4 **Access Requirements**

If the pool is secured by a locked gate, the customer must provide a working gate code or combination lock.

If we cannot access the pool on a scheduled day due to locked gates, blocked entry, unsafe conditions, or restricted access, **there is no credit for the missed visit**.

5 **Pool Covers**

To avoid damage, we do not remove pool covers unless the cover is on a roller system.

If a cover is left on and cannot be removed, we will perform a chemical check and complete any chemical service that can be performed without removing the cover.

6 **Weather & Storm Policy**

During inclement weather, we may perform chemical service and empty baskets when it is safe to do so. Poles and extended tools cannot be used in lightning or severe storms.

After major storms, routes may shift and visits may be delayed to prioritize urgent situations and restore safe access.

7 Chemicals & Authorization

The customer authorizes routine chemical additions needed to maintain safe and balanced water.

Any single chemical charge over **\$50** will be communicated to the customer.

If immediate action is needed to protect equipment or prevent unsafe conditions, we may proceed and notify the customer as soon as reasonably possible.

8 Customer Responsibilities

The customer is responsible for:

Running the pump on an adequate schedule

Keeping equipment in working order

Maintaining safe access to the pool area

Informing us of anything that impacts water conditions — parties, heavy swimmer load, landscaping blow-ins, drain and refills, leaks, and equipment failures

If equipment is off, timers are incorrect, or systems are not functioning properly, water balance and results may be impacted.

9 Water Level

We may add water while on site and will turn it off when leaving, but maintaining proper water level is the homeowner's responsibility.

We may use spigot timers to assist. We are not liable for overfilling or related issues due to timer failure, spigot malfunction, plumbing issues, or customer equipment issues.

10 Filter & Equipment Standards

The filtration system must be kept in good operating order. General maintenance expectations:

Sand filter media: changed approximately every 5 years

D.E. filters: broken down and cleaned approximately every 6 months

Cartridge filters: broken down and cleaned approximately every 30–45 days

Filter cleaning is included with service.

Replacement parts and consumables are **not included** unless stated — including cartridges, D.E. powder, grids, O-rings, gauges, valves, unions, lids, and similar items.

11 **Salt Cells**

Salt cells are cleaned approximately every 90–120 days depending on manufacturer guidance and condition. Frequency may change based on scaling, water balance, and runtime.

12 **Leaks**

If a leak is detected, it is the customer's responsibility to have the proper repairs made. Leaks can significantly increase water and chemical use, which remains the customer's responsibility.

Referrals can be provided upon request.

13 **Algae & Recovery Treatments**

Florida conditions can create algae quickly. We take reasonable precautions to prevent algae.

If algae occurs, we will treat the pool with a standard recovery approach. If the pool requires a higher intensity recovery or multiple rounds, additional treatment may be necessary and may involve additional charges.

14 **Excess Debris & Additional Charges**

If the pool is unusually dirty at the start of service, or receives excessive debris due to storms, landscaping, or abnormal conditions, additional charges may apply based on severity and time required.

We will communicate when a visit requires beyond-normal cleanup.

15 **One-Time Cleanups**

Existing customers may request a one-time full cleaning in addition to weekly service.

The fee for a one-time cleanup is **\$75**.

16 Repairs

All major repairs will be communicated and arranged with the owner. We may handle minor repairs when appropriate. Larger repairs will be arranged with the proper licensed contractor.

17 Documentation & Communication

We document service with notes and, when applicable, photos. This documentation is intended to provide transparency into service performed and water care decisions.

Standard communication occurs during business hours.

18 Billing & Late Fees

Service is billed at the beginning of each month and must be paid by the **15th** to ensure uninterrupted service. All major credit cards are accepted.

Unpaid bills may result in suspension or cancellation of service. Past due invoices are subject to a **\$50 late fee**.

19 Pauses, Skipped Visits & No Credits

No credits are issued for missed visits caused by conditions outside our control, including:

Inaccessible gates

Unsafe conditions

Aggressive animals

Storm restrictions

Drained pools

Equipment failure preventing service

If service is paused or canceled, any outstanding chemical costs and balances remain due.

20 **Safety & Pets**

The homeowner or resident is responsible for:

City code compliance for fencing, gates, backwash and waste lines, and other safety requirements

Containing and restraining pets so we can safely enter the service area

If access is unsafe, service may be skipped with no credit for that visit.

21 **Liability**

Black Flag Pools is not responsible for staining of plaster. Some shading, staining, and color variation can occur due to natural materials and existing surface conditions. Proper chemistry can minimize these effects, but cannot eliminate all pre-existing or material-based outcomes.

Black Flag Pools is not responsible for failure of aged, brittle, or previously damaged components that break during normal handling.

22 **Termination**

Either party may terminate service without notice. Chemical costs may still be owed when service is canceled.

23 **Indemnification**

Black Flag Pools and its employees and/or independent contractors will provide pool maintenance services in a responsible manner. The customer shall indemnify and hold harmless Black Flag Pools, its owner, employees, independent contractors, and agents from any claims, damages, losses, and expenses, including attorney's fees, resulting from the subcontractor's work under this agreement.

This indemnification is limited to bodily injury, sickness, disease, death, or injury to or destruction of tangible property (other than the work itself) caused by negligent acts or omissions of the subcontractor, its sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

This obligation does not negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist for a party or person described in this section.

Black Flag Pools · CPO-Certified Pool Service · Southwest Florida

Questions? Call (941) 432-4345 or email info@blackflagpools.com

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SERVICES

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PRIVACY POLICY

TERMS OF SERVICE

