

# SWIMMING POOL ADDENDUM

Version 20250721

This Swimming Pool Addendum is incorporated into the Residential Lease Agreement between Tenant:

\_\_\_\_\_ and

Landlord: \_\_\_\_\_

for the property located at: \_\_\_\_\_ (the "Premises").

**Use of Swimming Pool:** The swimming pool is provided for Tenant's use and enjoyment. Tenant agrees to use the pool responsibly and to ensure compliance with this Addendum, as well as all applicable state, county, and municipal Swimming Pool Barrier Regulations. No lifeguard or pool safety equipment is provided by Landlord and the parties acknowledge that pool safety is the sole obligation of the Tenant.

## Swimming Pool Safety and Maintenance Responsibilities

### Tenant Responsibilities:

- (i) Maintain the pool in a safe and clean condition, including proper use of equipment, cleaning, and chemical balancing, unless otherwise specified in the lease.
- (ii) Ensure that all access barriers, including gates, fences, and locks, remain secure and functional.
- (iii) Notify the Landlord immediately of any issues or required repairs related to the pool or safety barriers.
- (iv) Comply with all local and state Swimming Pool Barrier Regulations and laws, including the duty to install appropriate required barriers if the leased premises do not currently have those installed and the occupants of the leased premises are of an age that pool barriers are required under applicable laws.

### Landlord Responsibilities:

- (i) Ensure that the pool and safety barriers comply with all local, state, and federal safety requirements prior to Tenant occupancy.
- (ii) Provide the Tenant with any required safety notices, pool maintenance guidelines, or local pool regulations.

## Pool Use Restrictions

Tenant is responsible for ensuring proper supervision of all individuals, including children and guests, using the pool.

The pool ☐ may ☐ may not be used for parties, events, or gatherings without prior written approval from the Landlord. This includes, but is not limited to, renting, leasing, or otherwise allowing any third party to use the pool. Diving, running, or other dangerous activities in or around the pool are prohibited.

## Liability and Indemnification

Tenant assumes full liability for any injuries or damages that occur as a result of using the swimming pool. Tenant agrees to indemnify and hold the Landlord harmless from any claims, damages, or liability arising from the use of the pool, except where such claims result from the Landlord's negligence.

## Insurance Requirements

Tenant ☐ is ☐ is not required to maintain renter's insurance that includes liability coverage for use of the pool. If required, proof of insurance must be provided to the Landlord before occupancy and Landlord ☐ must ☐ must not be listed as an additional insured and interested party on that policy.

## Acknowledgment of Pool Barrier Regulations

Tenant acknowledges that they have been informed of the following:

- (i) The Premises contains a swimming pool and is subject to all applicable Swimming Pool Barrier Regulations.
- (ii) Tenant has received any required pool safety notices, guidelines, or instructions provided by the Landlord.

[Remainder of page intentionally left blank.]

Tenant \_\_\_\_\_

\_\_\_\_\_ Landlord

**Signatures**

**Tenant**

|                     |       |                     |       |
|---------------------|-------|---------------------|-------|
| _____               | _____ | _____               | _____ |
| Tenant Signature    | Date  | Tenant Signature    | Date  |
| _____               | _____ | _____               | _____ |
| Tenant Printed Name |       | Tenant Printed Name |       |
| _____               | _____ | _____               | _____ |
| Tenant Signature    | Date  | Tenant Signature    | Date  |
| _____               | _____ | _____               | _____ |
| Tenant Printed Name |       | Tenant Printed Name |       |

**Landlord**

|                       |       |                       |       |
|-----------------------|-------|-----------------------|-------|
| _____                 | _____ | _____                 | _____ |
| Landlord Signature    | Date  | Landlord Signature    | Date  |
| _____                 | _____ | _____                 | _____ |
| Landlord Printed Name |       | Landlord Printed Name |       |