

By agreement of all parties, this addendum becomes part of the residential lease agreement between \_\_\_\_\_ (Landlord), and \_\_\_\_\_ (Tenant), for the property known as \_\_\_\_\_, executed by \_\_\_\_\_, (Agent).

In consideration for access to and use of the  pool  spa on the rental premises, the parties agree to the following:

1.  Tenant  Landlord will be responsible for normal maintenance on the pool and/or spa, to include the purchase of chemicals and other equipment necessary for normal use. Tenant is responsible to immediately reporting any functional discrepancy with the pool or spa to Agent.
2.  Tenant  Landlord will arrange for and bear costs of opening and closing pool.
3.  Tenant  Landlord will bear costs of all chemicals needed to perform opening and closing services.
4. If Tenant is responsible for pool opening/closing, service will be performed by a Landlord/Agent approved pool service vendor. Proof of receipt is required with copies provided to Agent immediately upon completion of service.
5. Pool will be opened on or about \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ and closed on or about \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_.
6. Tenant shall maintain renters liability insurance for the entire term of residence with a minimum coverage of \$\_\_\_\_\_ and will name Landlord and Agent as additional insured parties.
7. Tenant agrees to use ordinary care and caution in the use of pool and/or spa equipment. Tenant hereby grants Landlord/Agent and their Representatives access to the property to monitor condition and upkeep of the pool and/or spa.
8. All repairs to the pool or spa shall be the responsibility of the Landlord, except when such repairs are due to negligence or misuse by the Tenant, in which case Tenant shall bear any and all costs of correcting any cosmetic or functional discrepancies.
9. Tenant agrees to be responsible for the security of the pool or spa and the safety of their guests or invitees. Access to the pool or spa shall be limited through use of locks, covers, or other means if provided when not in use. All access to pool area shall be secured when Tenant intends to be away from the property for more than 24 hours.
10. Tenant agrees to properly store, maintain, and protect any covers or other equipment provided, and agrees to be responsible for the condition and return of same at time of lease termination.
11. If Tenant properly terminates the lease and vacates the property during operational months for the pool, Tenant shall maintain all utilities and other services for the pool called for in the lease and this addendum until the last day of the lease or until Tenant vacates the property, whichever is later.
12. Tenant will obtain at his expense test strips/kit to periodically check water for proper balance. Tenant shall be responsible to immediately notify pool service vendor of any water quality or chemical imbalance issues. Landlord/Agent assumes no liability for improper concentrations or use of pool and/or spa chemicals.

Approved pool and/or spa service vendors are as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

_____ (Owner)	_____ (Tenant)
_____ (Agent)	_____ (Tenant)
_____/_____/_____ (Date)	_____/_____/_____ (Date)