mba Real Estate
professional real estate services & property management

POOL/SPA DISCLOSURE
For use in lease of single family residences only

ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT:

_____

A. RISK OF LOSS AND INSURANCE:
(1) **Tenant assumes all risk when Tenant or Tenant's guests use the pool or spa. Landlord and Landlord's Agent are not liable for use of the pool or spa by Tenant or Tenant's guests.**
(2) At all times the lease is in effect, it is recommended that Tenant, at Tenant's expense, maintain in full force and in effect a public liability insurance policy in an amount not less than $300,000.00 on an occurrence basis for losses related to the property and pool and spa.
(3) By signing below, the Tenant(s) acknowledges receipt of ADHS Residential Pool Safety Notice and hereby agrees to abide by all appropriate laws/regulations.

B. ENCLOSURE: Tenant will keep all pool enclosures and yard gates in good operable condition and closed at all times.

C. USE: Tenant must take reasonable action to: (1) prohibit children from using or accessing the pool or spa area without an adult present; (2) prohibit persons under the influence of drugs or alcohol from using the pool or spa; (3) prohibit any glass containers or objects in or near the pool or spa; and (4) prohibit any diving in shallow pools and spas.

D. MAINTENANCE: Tenant will: (1) maintain proper water heights in the pool and/or spa at all times; (2) empty and clean skimmers and pool sweeps at least once a week and more often if necessary; (3) properly operate the pool equipment; and (4) take necessary precautions to prevent possible freezing of pipes and pool equipment. Other maintenance, including periodic vacuuming, the application of appropriate chemicals, and equipment maintenance, will be performed as follows.

☐ (1) Landlord, at Landlord's expense, is responsible for the other maintenance. Tenant will permit Landlord and Landlord's contractors Reasonable access to the pool and spa and will remove, at appropriate times, any pet in the yard in which the pool or spa is located.

☐ (2) Tenant, at Tenant's expense, is responsible for the other maintenance.

☐ (3) Tenant will maintain a regularly scheduled pool/spa maintenance contract with: ☐ a contractor who regularly provides such service; ☐ _____

☐ (4) _____

Tenant	Date	Tenant	Date
Tenant	Date	Tenant	Date
		Landlord	Date

Revised 03.15.18