

**SWIMMING POOL ADDENDUM**  
**(Landlord Maintained)**

The parties hereby agree to incorporate this addendum in the lease, as well as the terms in the Amenities Addendum, entered into between Tenant and Landlord regarding the premises located at \_\_\_\_\_ (hereinafter "premises"). This addendum shall govern the Tenant's treatment of the pool amenity and the assumptions of risks, losses and liability of such use.

Tenant agrees and understands that the Landlord is in no way obligated or responsible to provide for adequate "lifeguard safety" to Tenant, guests, invitees, trespassers, occupants. Tenant shall (1) use the pool in a reasonably safe manner and shall comply with any and all applicable statutes with regard to the use of such pool; (2) immediately notify Landlord of any defects concerning the safety of the Tenant, occupants, guests, invitees, occupants, and/or trespassers and concerning the property of the Tenant and/or Landlord; (3) not use the amenity for any public purpose; (4) shall not allow children under sixteen years of age or persons known not to be able to swim without assistance or persons not having the mental capacity to appreciate the danger(s) of the amenity to use such amenity unsupervised; (5) not allow pet(s) and/or animal(s) to use the amenity; (6) not allow more than \_\_\_\_\_ (#) of persons to occupy and/or use the amenity at one time; (7) not deposit trash and/or unnatural debris into the amenity or allow such trash or debris to be deposited into the amenity; (8) not allow "neighborhood children" to frequent the amenity, which creates a "attractive nuisance" liability exposure to the Tenant and Landlord; (9) maintain liability insurance not less than \$1,000,000.00 for single incident and \$2,000,000.00 for aggregate incident, naming the Landlord as additional insured(s) on the policy; (10) agree to the Amenities Addendum.

Landlord agrees that he or she will maintain the pool amenity in reasonable working condition, subject to the remaining terms of the lease.

_____ Tenant  _____ Date	_____ Tenant  _____ Date	_____ Tenant  _____ Date
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