| State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
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| **POOL ADDENDUM TO LEASE AGREEMENT** |
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This Pool Addendum to the Lease Agreement (this “Addendum”) is made on \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Landlord") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Tenant"). Each Landlord and Tenant may be referred to individually as a “Party” and collectively as the “Parties.”

This Addendum is attached to and made a part of the (Check one): ☐ Commercial ☐ Residential Lease Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ (the “Lease Agreement”) for the rent and use of the property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Premises”).

The Parties hereby mutually agree to amend the Lease Agreement as follows:

**1. Access and Use.** Tenant, including any household members and guests, shall have access to the swimming pool, including any spa or hot tub, located (Check one): ☐ on the Premises ☐ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Description of pool location] (“Pool”). The Pool is to be used in a responsible manner and only during designated times as specified by the Landlord.

**2. Maintenance and Repairs.** (Check one): ☐ Landlord ☐ Tenant is responsible for the general maintenance of the Pool, which includes regular cleaning (Check if applicable): ☐ and notifying the other Party when repair is required. Landlord is responsible for major repairs unless damage is caused by the negligence of or misuse by Tenant or Tenant's guests.

**3. Safety Compliance.** Tenant agrees to comply with all safety guidelines, rules and regulations regarding the use of the Pool. This includes taking all safety precautions and ensuring that minor children are supervised at all times near the Pool areas. Landlord agrees to comply with all safety and maintenance ordinances, rules and regulations.

**4. Liability.** Tenant acknowledges that the use of the Pool is at the Tenant's own risk. Tenant is liable and agrees to hold Landlord harmless from any liability resulting from injury or negligence associated with the use of the Pool by Tenant, including any house members and guests.

**5. Additional Provisions.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
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Except as set forth in this Addendum, all other terms and conditions of the Lease Agreement remain unchanged and shall continue in full force and effect. This Addendum is hereby incorporated into the Lease Agreement and in the event of any conflict between this Addendum and the Lease Agreement, the terms of this Addendum shall govern.

This Addendum may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

IN WITNESS WHEREOF, this Addendum has been executed and delivered as of the date first written above.

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| **Landlord**Signature |  | **Landlord** Full Name |

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| **Tenant** Signature |  | **Tenant** Full Name |