

Swimming Pool and Spa/Hot Tub Rules Addendum

Resident(s): _____

Owner/Agent: _____

Leased Premises: _____ Unit #: _____

City: _____ State: _____ Zip: _____

Resident and Owner/Agent agree to incorporate this Swimming Pool and Spa/Hot Tub Rules Addendum (“Addendum”) into the rental agreement (“Rental Agreement”) currently in existence or renewed on this day between Resident and Owner/Agent.

Resident understands that the use of the swimming pool and/or spa/hot tub (where applicable) on the Premises (“Pool”) is a privilege, not a right. Said use of Pool by Resident may be restricted or revoked by Owner/Agent if Pool rules stated in this Addendum (“Rules”) are not followed. Resident understands that Owner/Agent reserves the right to deny access and use of Pool to any individual, Resident or guest, at Owner/Agent’s discretion. Resident understands that these Rules are created and enforced for the protection and benefit of all individuals and to assure safe and sanitary operation of Pool. These Rules will be posted at or around Pool and may be changed if necessary as allowed by law.

The following Rules are required for Pool use:

1. Operating hours for Pool are as follows: _____ These hours are posted at Pool area and may be changed or modified by Owner/Agent as allowed by law.
 2. Use of Pool is reserved for residents and their guests only. Guest(s) must be accompanied by a resident at all times.
 3. Resident agrees to acquaint all guests utilizing Pool with these Rules and insure that said guests comply with these Rules while utilizing Pool. Resident will be held responsible for any violations of these Rules by Resident’s guests.
 4. All individuals using Pool must have a minimum level of swimming proficiency and/or must be properly supervised and utilize the appropriate lifesaving or floatation equipment to safely and properly utilize Pool. Any Resident who brings a guest or minor into Pool must insure that said individual is properly supervised and has the appropriate level of swimming proficiency to safely and properly utilize Pool.
 5. Persons under the age of fourteen (14) should not use Pool without an adult in attendance.
 6. No glass, alcohol, or tobacco is permitted anywhere in Pool or Pool area. Possession of alcohol will result in immediate removal from Pool and may result in revocation of Pool use privileges.
 7. Food is not allowed in Pool or Pool area, except in designated eating areas and/or with Owner/Agent’s consent. Non-alcoholic drinks in non-glass containers are permitted as long as the containers are properly disposed of in the trash after use.
 8. Inappropriate behavior such as running, pushing, horse-play, wrestling, excessive splashing, standing or sitting on shoulders, spitting of water, or any other dangerous or disturbing conduct is not allowed in Pool or Pool area and may result in removal from and/or restriction of use of Pool.
 9. No loud noises or substantially annoying behavior shall be allowed at any time in or around Pool. Voices should be kept at a minimum, cell phone usage and radios should not disturb others. Audio equipment must be used with personal headphones in Pool area.
 10. Diving is not allowed at any time in Pool.
 11. All individuals using Pool or in Pool area must be toilet trained and/or utilize the appropriate non-leakage pants or swim diapers and insure feces or urine is not leaked into Pool.
 12. Persons having or who have had active diarrhea within the previous 14 days shall not enter the pool or spa water.
 13. All individuals using Pool must shower before entering Pool. All individuals using Pool must dry off carefully before exiting Pool area.
 14. Proper swim wear is required to use Pool. Jeans, cutoffs, or thongs are not allowed.
 15. Pool safety equipment is not to be used except in case of an emergency.
 16. No pets, excluding service animals or other animals allowed by law, are allowed in Pool or Pool area.
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17. Owner/Agent reserves the right to manage and regulate the number of individuals using Pool and may deny access and usage of Pool if said occupancy limits have been reached or if in the discretion of Owner/Agent, health and safety concerns require restricting or limiting occupancy.
18. Owner/Agent reserves the right to exclude all undesirable, non-conforming and ineligible persons from using the Pool or Pool area. Individuals who are or appear intoxicated, under the influence of drugs or alcohol or are disorderly may be required to leave Pool and Pool area. Admission to Pool may also be refused to any individual having or appearing to have a communicable disease or infection, skin abrasions, open sores, colds, coughs, inflamed eye infections, nasal or ear discharge, wearing bandages or other evidence of contagion risk.
19. Resident acknowledges that **NO LIFEGUARD WILL BE ON DUTY** and that all persons using Pool or Pool area do so at their own risk and Owner/Agent shall not be held responsible for any accident, injury or damage resulting from or in connection with such use of Pool and/or Pool area.
20. Resident understands that he/she uses Pool at his/her own risk and agrees to release, indemnify and hold harmless Owner/Agent from any and all claims, damages, injuries or liabilities whatsoever resulting from the use of Pool and adjacent areas/facilities by Resident, Resident's family and/or Resident's guest(s), except injuries caused by the negligent or willful act of Owner/Agent.
21. **Other:** _____

By signing below, Resident(s) acknowledges and confirms that he/she has received, reviewed and understands the terms of this Addendum and agrees to comply with the Rules and terms stated herein.

This Addendum may be executed in counterparts and facsimile copies of same shall be admissible for all purposes and shall be deemed an original.

Resident(s):

_____ Date _____
_____ Date _____
_____ Date _____
_____ Date _____

Owner/Agent:

_____ Date _____