



TEXAS ASSOCIATION OF REALTORS®

**POOL/SPA MAINTENANCE ADDENDUM**

**For use in the lease of single family residences only.**

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**ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT \_\_\_\_\_**

**A. MAINTENANCE:** Tenant will: (i) maintain proper water heights in the pool and spa at all times; (ii) empty and clean skimmers and pool sweeps at least once a week and more often if necessary; (iii) properly operate the pool equipment; and (iv) take necessary precautions to prevent the freezing of pipes, pool equipment, and pool water. 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 in effect a regularly scheduled pool/spa maintenance contract with:  a contractor who regularly provides such service;  \_\_\_\_\_.
- (4) \_\_\_\_\_.

**B. ENCLOSURES:** 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: (i) prohibit children from using the pool or spa or accessing the pool or spa area without an adult present; (ii) prohibit persons under the influence of drugs or alcohol from using the pool or spa; (iii) prohibit any glass containers or objects in or near the pool or spa; and (iv) prohibit any diving in the pool or spa.

**D. 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, Tenant must, at Tenant's expense, maintain in full force and effect a public liability insurance policy in amount not less than \$300,000.00 on an occurrence basis for losses related to the Property and pool and spa. Upon request, Tenant must provide Landlord a copy of an insurance certificate evidencing the required coverage. If Tenant fails to maintain the required insurance at all times the lease is in effect, Landlord may, in addition to Landlord's remedies under the lease, purchase insurance that will provide Landlord with the required level of coverage and Tenant must immediately reimburse Landlord for such expense.

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

Or signed for Landlord under written property management agreement or power of attorney:

\_\_\_\_\_  
Tenant Date

By: \_\_\_\_\_

\_\_\_\_\_  
Tenant Date

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_