



POOL, HOT TUB, AND SPA ADDENDUM

(C.A.R. Form PHSA 11/13)

The following terms and conditions are hereby incorporated in and made a part of the ☒ Residential Lease or Month-to-Month Rental Agreement, ☐ Other: _____, dated

10/08/2020, on property located at (Street Address) 6256 Guyson Ct
(Unit/Apartment) _____ (City) Pleasanton (State) CA (Zip Code) 94588-3961 ("Premises"),
in which Gilbert G. Gonzales II, Huong Padilla is referred to as "Tenant"
and Masoud Arouni is referred to as "Landlord" (the term "Landlord" includes Owner and agent).

POOLS and HOT TUBS:

1. Swimming pools, hot tubs, and spas, while providing exercise, recreation, and relaxation, also can be dangerous. People (as well as pets) can be severely injured or drown if the pool, hot tub or spa is not properly used. Tenants are strongly cautioned that they, other occupants and tenant's guest must adhere to the following safe practices:

- No diving into the pool or hot tub or spa
- No intoxicated persons may use the pool or hot tub or spa
- No one should use the pool or hot tub or spa alone
- Children may never be left unattended when they may gain access to the pool, hot tub or spa, not even for a few seconds

Neither the landlord nor the landlord's agents can assure the safety of persons using property containing a pool, hot tub or spa. As a consequence, tenants assume liability for pool, hot tub or spa use by themselves, other occupants, their guests, and their pets.

2. If the rental is part of a rental complex, the following also apply:

- The pool, hot tub or spa may only be used during posted hours.
- Adult supervision is required for anyone under the age of 14.
- All drinks must be served in unbreakable containers.
- No alcoholic drinks are allowed in the pool area, hot tub or spa.
- No excessive noise - please be considerate of your neighbors.
- Users must shower prior to using the pool, hot tub or spa.
- Use the pool safety equipment only in case of emergency.
- HOA or House Rules, if applicable, will supplement or supersede these rules.

3. NO LIFEGUARD WILL BE ON DUTY - YOU SWIM AT YOUR OWN RISK

4. Tenant agrees to release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from Tenant's use of the pool, hot tub or spa.

By signing below, Tenant acknowledges that they have read, understand, accept and have received a copy of this addendum.

Tenant (Signature) _____ Date _____

(Print name) Gilbert G. Gonzales II

Tenant (Signature) _____ Date _____

(Print name) Huong Padilla

Landlord (Signature) _____ Date _____

(Print name) Masoud Arouni

© 2013, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is made available to real estate professionals through an agreement with or purchase from the California Association of REALTORS®. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____

