

Instrument Prepared By:

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

Address: \_\_\_\_\_

Permit Number: \_\_\_\_\_

AFTER RECORDING – RETURN TO:



**Palm Beach County  
Building Division**

**RESIDENTIAL SWIMMING POOL  
SAFETY REQUIREMENTS  
POOL BARRIER AGREEMENT**

This document to be recorded prior to submitting to the Building Division.

Permit Request (PR/B) Number: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Section R4501.17.1.1 of the Florida Building Code – Residential Volume (FBC-R), and Chapter 515, Florida Statutes, requires pool barriers to be installed around the entire perimeter of a pool, spa or hot tub. In addition to this Pool Barrier Agreement (Agreement), all provisions for the required pool barrier shall be shown on the plans.

I acknowledge that I am aware that all swimming pools, spas or hot tubs must be provided with a compliant barrier which satisfies the applicable criteria contained in Section R4501.17 of the FBCR) and Chapter 515, Florida Statutes.

I am requesting to be allowed to utilize a portion of the existing fence on the adjacent property located at \_\_\_\_\_ as part of the required pool barrier for my pool or spa which is not on my property or within my control.

I understand and agree that my neighbor’s existing fence must meet the applicable code criteria and must remain code compliant in order to be accepted as a pool barrier. I further understand that if the barrier should become non-compliant or the neighbor should elect to remove the fence in the future, I am responsible to immediately install a new barrier with appropriate permits.

In the event Palm Beach County is challenged with the respect to the use of my neighbor’s existing fence being used a pool barrier, or a claim for damages are made as a result of such fence barrier being used as a pool barrier, I agree to protect, defend, reimburse, indemnify and hold Palm Beach County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost damages or causes of action of every kind or character, including attorney’s fees and costs, whether at trial or appellate levels or otherwise from said challenge.

I understand that not having, and not maintaining, a complete barrier around the perimeter of the pool is a violation of Section R4502.17.1 of the FBC-R, which may be prosecuted through the Palm Beach County Code Enforcement Division.

I agree that this Agreement shall be recorded at my expense in the official Records of Palm Beach County, Florida, within ten (10) days of the date listed above, and that this Agreement shall be a covenant running with the land and be binding upon my heirs, personal representatives, grantees, assigns and successors in interest.

Upon the removal of the pool or spa that is the subject of this Agreement, or upon permitted installation and inspection of a compliant barrier on my property, this Agreement shall immediately and automatically terminate and be of no further force and effect.

\_\_\_\_\_  
Owner’s Signature and Date

\_\_\_\_\_  
Owner’s Name (Please Print)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_,  whom do I personally know or  who has produced

Name of Person Acknowledging

\_\_\_\_\_ as identification and who did/did not take an oath.

Type of I.D.

**SEAL**

\_\_\_\_\_  
(Signature of person taking acknowledgement)

\_\_\_\_\_  
(Name of officer taking acknowledgement typed, printed or stamped)