

WATERBED ADDENDUM

DATE: _____, 20_____, at _____, California

FACTS: *Items left blank or unchecked are not applicable.*

This is an addendum to the following:

- Residential lease agreement
- Residential rental agreement
- Other: _____

Possession in a rental of liquid-filled furniture is controlled by law. A tenant may keep and use liquid-filled furniture on the premises by complying with statutory conditions demanded by the landlord. [Calif. Civil Code §1940.5]

Dated: _____, 20_____.

Prohibiting waterbeds and other liquid-filled furniture without the written consent of Landlord.

Regarding a residential unit referred to as: _____

AGREEMENT:

1. Tenant may keep and use on the premises the following liquid-filled furniture:

- Waterbed described as: _____
- _____
- Other: _____

2. Landlord acknowledges receipt of \$_____ as an additional security deposit, to be used to offset any expenses or losses caused to the landlord by the furniture.

2.1 Within 21 days after removal of the furniture the security deposit shall be refunded to Tenant with an itemization of its disposition.

3. Landlord acknowledges receipt of \$_____ as an additional fee to cover administrative costs incurred due to this agreement.

4. Tenant agrees:

4.1 To maintain an insurance policy on the furniture for no less than \$100,000 to cover property damage, naming landlord as an additional insured.

- a. To cause Landlord to receive at least 10 days prior written notice of cancellation or non-renewal of the insurance policy.
- b. To accept responsibility for property damage caused by the furniture should the policy expire unrenewed.

4.2 To install the furniture according to manufacturer specifications, to operate properly all heaters and safety items, and to dispose of the liquid in a safe and sanitary manner.

- a. To give Landlord 24 hours notice of intent to install, move or remove the furniture.
- b. To provide Landlord with a written installation receipt stating the installer's name, address, and place of business when the furniture is installed, moved or removed by anyone other than Tenant.

4.3 To strictly abide by the maintenance and safety precautions specified in the owner's manual supplied by the manufacturer of the furniture.

4.4 Landlord may enter Tenant's residence on 24 hours notice to inspect the furniture to ensure it is being properly maintained.

- a. On lack of tenant's reasonable care and maintenance of the furniture Landlord may serve Tenant with a Three-day Notice to Perform or Quit regarding correction of the deficient care and maintenance or the removal of the furniture.

5. Other conditions: _____

6. Landlord's failure to enforce these conditions does not waive his right to an insurance claim.

I agree to the terms stated above.
 Date: _____, 20_____
 Landlord: _____
 Signature: _____

I agree to the terms stated above.
 Date: _____, 20_____
 Tenant: _____
 Signature: _____