



WATERBED ADDENDUM

Prepared by: Agent _____ Phone _____
 Broker _____ Email _____

NOTE: Possession of liquid-filled furniture in a rental unit 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]

DATE: _____, 20_____, at _____, California.
Items left blank or unchecked are not applicable.

FACTS:

1. This is an addendum to the following:
 - Residential lease agreement
 - Residential rental agreement
- 1.1 of the same date, or dated _____, 20_____, at _____, California,
- 1.2 regarding a residential unit referred to as _____
- 1.3 containing a provision prohibiting waterbeds and other liquid-filled furniture without the written consent of Landlord.

AGREEMENT:

2. Tenant may keep and use on the premises the following liquid-filled furniture:
 - Waterbed described as _____
 - _____
3. Landlord acknowledges receipt of \$_____ as an additional security deposit, to be used to offset any expenses or losses incurred by Landlord due to the liquid-filled furniture`.
 - 3.1 Within 21 days after removal of the liquid-filled furniture, the security deposit shall be refunded to Tenant with an itemization of its disposition.
4. Landlord acknowledges receipt of \$_____ as an additional fee to cover administrative costs incurred due to this agreement.
5. Tenant agrees:
 - 5.1 To maintain an insurance policy on the liquid-filled 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 liquid-filled furniture should the policy expire unrenewed.
 - 5.2 To install the liquid-filled 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 liquid-filled furniture.
 - b. To provide Landlord with a written installation receipt stating the installer's name, address and place of business when the liquid-filled furniture is installed, moved or removed by anyone other than Tenant.
 - 5.3 To strictly abide by the maintenance and safety precautions specified in the owner's manual supplied by the manufacturer of the liquid-filled furniture.
 - 5.4 Landlord may enter Tenant's residence on 24 hours notice to inspect the liquid-filled furniture to ensure it is being properly maintained.
 - a. On lack of tenant's reasonable care and maintenance of the liquid-filled 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.
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: _____
 Signature: _____

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