

## WATERBED ADDENDUM

**NOTE:** This form is used by a leasing agent or landlord as an addendum when negotiating a residential lease agreement, to establish the conditions for the use of the waterbed on the premises.

**DATE:** \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_, California.  
*Items left blank or unchecked are not applicable.*

**FACTS:**

1. This is an addendum to the following:
  - Residential lease agreement [See **RPI Form 550**]
  - Residential rental agreement [See **RPI Form 551**]
- 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 will 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 if the policy expires 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. [See **RPI Form 576**]
6. Landlord's failure to enforce these conditions does not waive their 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: \_\_\_\_\_