

# WATERBED AND/OR LIQUID FILLED FURNITURE ADDENDUM

THIS Agreement is an Addendum to and part of the Rental Agreement dated \_\_\_\_\_ between  
Landlord \_\_\_\_\_ and Resident \_\_\_\_\_  
for the property located at: \_\_\_\_\_

IN CONSIDERATION of their mutual promises, Landlord and Resident agree as follows:

1. The Rental Agreement provides that without Landlord's prior written consent, no waterbeds, aquariums, or liquid filled furniture shall be allowed in or about said premises.

2. *CHECK ONE OF THE FOLLOWING PARAGRAPHS, WHICHEVER APPLIES:*

\_\_\_\_\_ This structure received a certificate of occupancy prior to January 1, 1973, and therefore waterbeds or liquid filled furniture are not permitted in said premises without Landlord's express consent,

**OR**

\_\_\_\_\_ This structure received a certificate of occupancy after January 1, 1973, and waterbeds or liquid filled furniture are allowed subject to the following limitations.

3. Resident desires to keep the below-described waterbed, aquarium and/or liquid filled furniture, hereinafter referred to as "said items": (mark all that apply)

☐ Waterbed: Size:    ☐ King    ☐ Queen    ☐ Double    ☐ Single    ☐ Other

☐ Aquarium: Size: \_\_\_\_\_ Gallons

☐ Other: Describe: \_\_\_\_\_

4. As additional security, Resident agrees to pay Landlord the sum of \$ \_\_\_\_\_ (receipt of which is hereby acknowledged.) **(Total of all deposits shall not exceed two months rent for unfurnished units nor three months rent for furnished units.)** Landlord may use therefrom such amount as is reasonably necessary to remedy any damages or cleaning caused by or in connection with said items. At the termination of this Agreement, any balance shall be added to the Rental Agreement security deposit, and disbursed thereafter as required by law. Resident agrees to pay Landlord for any excess damages or costs on demand.

5. Prior to installation of the above-described furniture, Resident agrees to furnish Landlord a valid copy or certificate of liability insurance policy with a minimum policy limit of \$100,000. The policy shall cover replacement value of all property damage, including loss of use, incurred by Landlord or others, caused by or arising out of the ownership, maintenance, use or removal of the waterbed, aquarium or liquid filled furniture in the premises. The insurance policy shall be maintained in full force and effect until said items are permanently removed from the premises. Resident agrees to furnish additional copies of certificate of renewal insurance policy when applicable.

6. Resident agrees to comply with:
  - (a) Building Code Requirements;
  - (b) Health and Safety Codes;
  - (c) minimum component standards covering the manufacturing, testing and sale of said items; and
  - (d) all other applicable governmental laws and regulations.

(Continued)

7. Resident agrees to have qualified personnel install said items according to Manufacturers' specification and Landlord may be present at the time of installation, removal or movement at Landlord's option. Cost of installation is the responsibility of Resident. At time of removal of said items, Resident shall use special care to dispose of water or liquid.
8. Resident shall be liable to Landlord for all damages or expenses incurred by or in connection with said items, and shall hold Landlord harmless and indemnify Landlord for any and all damages or costs in connection therewith.
9. In an emergency, to prevent injury or damage, Resident agrees to immediately remove said items. If Resident fails to do so, Landlord may remove said items at Resident's expense.
10. In the event of default by Resident of any of the terms of this Addendum, Resident agrees, within three (3) days after receiving written notice of default from Landlord, to cure the default, or vacate the premises. Landlord may revoke permission to keep said items on the premises by giving Resident written thirty (30) day notice.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

Resident	Date	Resident	Date
Resident	Date	Resident	Date
Resident	Date	Resident	Date
Landlord		Landlord's Agent	Date

UNAUTHORIZED USE PROHIBITED  
For Members Only  
Apartment Association,  
California Southern Cities Approved  
Form #F34 – 2/21

