

RENTAL AGREEMENT ADDENDUM: WATERBED AND/OR LIQUID-FILLED FURNITURE

This Addendum entered into this day of _____, by and between

“Owner,” _____ and

“Resident(s),” _____,

in consideration of their mutual promises, agree as follows:

1. Resident is renting from Owner the Premises located at: _____

CHECK ONE OF THE FOLLOWING PARAGRAPHS, WHICHEVER APPLIES:

☐ This structure received a certificate of occupancy prior to January 1, 1973, and therefore no waterbeds or liquid filled furniture shall be allowed in said Premises without the Addendum being a part of the Rental Agreement.

–OR–

☐ This structure received a certificate of occupancy after January 1, 1973, and therefore waterbeds or liquid filled furniture are allowed pursuant to Section 1940.5 of the Civil Code and this Addendum.

2. The Rental Agreement provides that without Owner’s prior written consent, no waterbeds or liquid-filled furniture shall be allowed in or about said Premises as provided under CC1940.5.

3. Resident desires to keep the below described waterbed and/or liquid filled furniture hereinafter referred to as “said items:” (check all that apply)

☐ King-size waterbed ☐ Queen-size waterbed ☐ Double-size waterbed ☐ Single-size waterbed

☐ Other (describe here) _____

4. This Addendum is part of the Rental Agreement between Owner and Resident. In the event of default by Resident of any of the terms, Resident agrees, within three days after receiving written notice of default from Owner, to cure the default, or vacate the Premises. Owner may revoke permission to keep said items on the Premises by giving Resident written thirty (30) day notice.

5. As additional security, Resident agrees to pay Owner 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.) Owner 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 Addendum, any balance shall be added to the Rental Agreement security deposit, and disbursed thereafter as required by law. Resident agrees to pay Owner for any excess damages or costs on demand.

6. Resident agrees to furnish Owner a valid copy or certificate of liability insurance policy with Owner named as additional insured before the placing of any said items in the Premises and agrees to furnish additional copy of certificate of renewal insurance policy.

7. 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...

8. Resident agrees to have qualified personnel install said items according to Manufacturers specification. 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.
9. Resident shall be liable to Owner for all damages or expenses incurred by or in connection with said items, and shall hold Owner harmless for any and all damages or costs in connection thereto.
10. In an emergency, to prevent injury or damage, Resident agrees to immediately remove said items. If Resident fails to do so, Owner may remove said items.

Owner/Agent

Resident

Date

Resident

Resident

Resident



Your use of any of these forms constitutes your representation that you have counseled with your personal attorney before using the form, and in using the form you are relying on your attorney's counsel and your own investigation, and not on any express or implied representation by SBRPA or any of its officers, directors, employees, or representatives.

Form ADD-013
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