

WATERBED AND/OR LIQUID FILLED FURNITURE AGREEMENT

Page _____
of agreement

THIS AGREEMENT is made and entered into between _____, "Owner/Agent"
and _____, "Resident."

OWNER AND RESIDENT MUTUALLY AGREE AS FOLLOWS:

1. Resident is renting from Owner/Agent the premises located at: _____,
(Street Address)
Unit # (if applicable) _____, _____ CA _____
(City) (Zip)

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 the premises without this Agreement 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 Agreement.

2. Resident has informed Owner/Agent that the following waterbed(s) and/or liquid filled furniture will be used in the premises:

3. Owner/Agent agrees that the above-described furniture may be used and/or stored in the premises subject to the terms of this Agreement.
4. Prior to installation of the above-described furniture, Resident agrees to furnish to Owner/Agent a valid waterbed insurance policy or certificate of insurance for property damage, having a minimum policy limit of \$100,000. The policy shall be issued by a company licensed to do business in California and possessing a Best's Insurance Report rating of "B" or higher. The policy shall cover replacement value of all property damage, including loss of use, incurred by Owner/Agent or others caused by or arising out of the ownership, maintenance, use, or removal of the waterbed or liquid filled furniture on the premises. The insurance policy shall be maintained in full force and effect until the waterbed or liquid filled furniture is permanently removed from the premises. Owner/Agent may require Resident to produce evidence of insurance at any time. Resident understands that the insurance carrier is to give Owner/Agent ten (10) days prior written notice of cancellation, nonrenewal, lapse or change in the insurance policy.
5. Resident agrees to comply with the minimum component specification list prescribed by the manufacturer, retailer, or state law, whichever provides the higher degree of safety. Resident agrees to install, maintain and remove the above-described furniture according to standard methods of installation, maintenance, and removal as prescribed by the manufacturer, retailer, or state law, whichever provides the higher degree of safety. Cost of installation is the responsibility of Resident. Resident shall notify Owner/Agent in writing of the intent to install, remove, or move the waterbed or liquid filled furniture. The notice shall be delivered at least twenty-four (24) hours prior to the installation, removal, or movement. Owner/Agent may be present at the time of installation, removal, or movement at Owner/Agent's option. If the above-described furniture is installed or moved by any person other than Resident, Resident shall deliver to Owner/Agent a written installation receipt stating the installer's name, address, and business affiliation where appropriate. Any installation or movement of the above-described furniture shall conform to Owner/Agent's reasonable structural specifications for placement within the rental property and shall be consistent with floor capacity of the rental unit.



6. Resident shall be liable to Owner/Agent for all damages and expenses incurred by or in connection with the above-described furniture, and shall hold Owner/Agent harmless and indemnify Owner/Agent for any and all damages and costs in connection therewith. As additional security, Resident agrees to pay Owner/Agent the sum of \$ _____ (receipt of which is hereby acknowledged). If a heater is provided by Resident and Owner/Agent pays for the utilities for said heater, Resident shall pay Owner/Agent the sum of \$ _____ per month on each rent payment date, as a special payment (not to be construed as rent) for the added utility costs.
7. Upon reasonable notice, Owner/Agent may enter the premises to inspect the above-described furniture upon completion of installation and periodically thereafter. In an emergency, to prevent injury or damage, Resident agrees to immediately remove the above-described furniture. If Resident fails to do so, Owner/Agent may remove the above-described furniture at Resident's expense.
8. Resident agrees to comply with all applicable laws, ordinances and regulations including, but not limited to, Civil Code Section 1940.5.
9. This Agreement is an addendum and part of the Rental Agreement/Lease between Owner/Agent 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/Agent, to cure the default or vacate the premises.

Date

Resident

Date

Resident

Date

Owner/Agent

