

WATERBED AND/OR LIQUID-FILLED
FURNITURE AGREEMENT – CALIFORNIA

This Agreement is an addendum and is part of the Rental or Lease Agreement, made and entered into between _____, “Lessor” (Owner/Agent), and _____, “Lessee” (Resident) for the premises located at _____, Unit # _____ (City), _____ (State), _____ (Zip Code).

Lessor and Lessee mutually agree as follows:

_____ This structure received a certificate of occupancy before January 1, 1973, and therefore no waterbeds or liquid-filled furniture are allowed pursuant to Section 1940.5 of the Civil Code without this Agreement.

OR

_____ This structure received a certificate of occupancy on or 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.

Lessee agrees to the following conditions in exchange for permission to have liquid-filled furniture on premises:

1. Lessee has informed Lessor that the following waterbed(s) and/or liquid-filled furniture will be used in the above premises: _____.
2. Lessee shall be liable to Lessor for all damages and expenses incurred by or in connection with the above-described furniture, and shall hold Lessor harmless and indemnify Lessor for any and all damages and costs in connection therewith. As additional security, Lessee agrees to pay Lessor the sum of \$ _____ (receipt of which is hereby acknowledged).
3. Lessor 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, Lessee agrees to furnish to Lessor 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 possess 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 Lessor 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. Lessor may require Lessee to produce evidence of insurance at any time. Lessee understands that the insurance carrier is to give Lessor ten (10) days prior written notice of cancellation, nonrenewal, lapse, or change in the insurance policy.

5. Lessee agrees to comply with the minimum component specification list prescribed by the manufacturer, retailer, or state law, whichever provides the higher degree of safety. Lessee 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 Lessee. Lessee shall notify Lessor in writing of the intent to install, remove, or move the waterbed or liquid-filled furniture at least twenty-four (24) hours prior to the installation, removal, or movement. Lessor, at their option, may be present at the time of installation, removal, or movement. If the above-described furniture is installed or moved by any person other than Lessee, Lessee shall deliver to Lessor 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 Lessor's reasonable structural specifications for placement within the rental property and shall be consistent with floor capacity of the rental unit.

6. Upon reasonable notice per Civil Code Section 1954, Lessor 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, Lessee agrees to immediately remove the above-described furniture. If Lessee fails to do so, Lessor may remove the above-described furniture at Lessee's expense.

7. Lessee agrees to comply with all applicable laws, ordinances and regulations including, but not limited to, Civil Code Section 1940.5.

8. In the event of default by Lessee of any of the terms, Lessee agrees, within three days after receiving written notice of default from Lessor, to cure the default or vacate the premises.

Date _____

Lessee _____

Date _____

Lessee _____

Date _____

Lessor/Agent _____