

## WATERBED ADDENDUM

This is an Addendum to the Rental/Lease Agreement, dated \_\_\_\_\_ between \_\_\_\_\_ (Owner/Agent) and \_\_\_\_\_ (Tenant(s)) for the premises located at \_\_\_\_\_.

It is the Tenant(s) intention to keep a waterbed in the above referenced residence. This shall be a conditional privilege granted to the Tenant(s) in exchange for guaranteeing that the rules in this Waterbed Addendum are strictly followed. The Owner/Agent reserves the right to revoke this privilege if the Tenant(s) violates any of the agreements herein.

**Insurance:** Prior to installation of the waterbed, Tenant(s) agree to furnish to Owner/Agent a valid waterbed liability insurance policy, having a minimum policy amount of \$100,000 with the Owner/Agent as co-insured. 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 on the premises. The insurance policy shall be maintained in full force and effect until the waterbed is permanently removed from the premises. Owner/Agent may require Tenant(s) to produce evidence of insurance at any time. Tenant(s) understands that the insurance carrier is to give Owner/Agent ten (10) days' prior written notice of cancellation, non-renewal, lapse, or change in the insurance policy.

**Installation & Dismantlement:** Tenant(s) agrees to comply with the minimum component specification list prescribed by the manufacturer, retailer, or state law; whichever provides the higher degree of safety. Tenant(s) agree to install, maintain and remove the waterbed 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 and removal is the responsibility of Tenant(s). Tenant(s) shall notify Owner/Agent in writing of the intent to install, remove, or move a waterbed. 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 a waterbed is installed or moved by any person other than Tenant(s), Tenant(s) 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 waterbed 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.

**Damages & Deposit:** Tenant(s) shall be liable to Owner/Agent for all damages and expenses incurred by or in connection with the waterbed, and shall hold Owner/Agent harmless and indemnify Owner/Agent for any and all damages and costs in connection therewith. As additional security, Tenant(s) agrees to pay Owner/Agent the sum of \$\_\_\_\_\_ (receipt of which is hereby acknowledged). If a heater is utilized for the waterbed, and Owner/Agent pays for the utilities for said heater, Tenant(s) 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.

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