

# Waterbed Addendum

( Addendum To Rental Agreement)

**THIS AGREEMENT** is hereby attached to and made a part of the Rental Agreement dated \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_, the Owner/Agent, and \_\_\_\_\_, the Resident, for the premises located at \_\_\_\_\_.

**WHEREAS**, the Resident desires to keep a waterbed on the premises and the Rental Agreement specifically prohibits the keeping of a waterbed on the premises; the Rental Agreement is hereby amended to grant such permission subject to the following terms and conditions:

- 1. COMPONENTS.** The resident agrees that the waterbed shall consist of a mattress at least 20 mil thick with lap seams, a safety liner at least 8 mil thick, a frame enclosure which meets the Waterbed Manufacturers Association standards, and an optional heater.
- 2. INSTALLATION & DISMANTLEMENT.** The Resident agrees to install and dismantle the waterbed according to the waterbed manufacturer's specifications. Upon dismantlement of the waterbed, the water from the bed shall be disposed of with due care and under the direction of the Owner/Agent.
- 3. LOCATION.** The Resident agrees to consult with the Owner/Agent concerning the location of the waterbed, of which the head should be located at a bearing wall. The Resident agrees not to relocate the waterbed without the Owner/Agent's written consent.
- 4. INSURANCE.** Prior to the installation of the waterbed, the Resident shall furnish the Owner/Agent with a valid copy of a waterbed liability insurance policy in the amount of at least \$100,000 with the Owner/Agent as co-insured. The Resident further agrees to renew the policy as necessary to provide for continuous coverage throughout the term of the Waterbed Agreement and to furnish the Owner/Agent copies of such renewals. If said insurance policy is canceled or not renewed, the Owner/Agent has the right to pay any premiums or fees required to reinstate, renew, or procure the required insurance on behalf of the Resident, and the Resident shall pay for same within 10 days of the presentation of a bill from the Owner/Agent or the sum shall become additional rent due and payable on demand.
- 5. DAMAGES.** The Resident agrees to pay for any and all damages or losses resulting from the use of said waterbed within 10 days of the presentation of a bill for same from the Owner/Agent or the sum shall become additional rent due and payable on demand. Furthermore, the Resident agrees not to intentionally, willfully, or maliciously damage the waterbed, thus causing damage to the premises; nor shall the Resident allow any visitor to do the same.
- 6. WATERBED DEPOSIT.** As security against any damages and/or losses resulting from the use of the waterbed, the Resident agrees to deposit with the Owner/Agent the sum of \$ \_\_\_\_\_ ( \_\_\_\_\_ DOLLARS), herein after referred to as the "Waterbed Deposit". Upon receiving proof of the dismantlement of the waterbed, this Waterbed Agreement shall be terminated, and the Owner/Agent shall refund the Waterbed Deposit to the Resident less any damages or losses which may have been sustained as a result of the use of the waterbed and less any rent or any other charges which may be due and owing under the terms of the Rental Agreement.
- 7. BREACH OF CONTRACT.** Should the Resident fail to comply with any of the terms or conditions set forth herein, the Owner/Agent reserves the right to revoke said permission to keep the waterbed on the premises. In such event, the Resident agrees to dismantle the waterbed within 48 hours of receiving written notice thereof from the Owner/Agent.

**THIS AGREEMENT** is made in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Agent