

HOME BASED BUSINESS ADDENDUM

This will serve as an Addendum to the Lease _____, between LWFC; (Owner) and _____ (Resident) regarding the Premises located at _____.
(address)

1. Conditional Authorization for a Home Based Business. Resident may conduct the home based business described below, in accordance with state/local laws and regulations governing the conduct of home based businesses until the Lease terminates. Owner may terminate this Conditional Authorization prior to Lease termination if Resident's right of occupancy is lawfully terminated or if, in Owner's judgment, Resident, Occupant, or guest violates any of the rules of this Lease, Home Based Business Addendum or Resident Guide. Owner's granting of permission is not a warranty that the Premises are suitable for the conduct of Resident's business or that Resident has complied with all requirements.

2. Description of the Business. The Resident may conduct only the business described below.

a. Government Certified Child Care in a Child Development Home: _____ . (Initial)

b. Other (description): _____

3. Home Based Business Rules. Resident agrees to abide by these rules:

a. Resident is responsible for obtaining the necessary permissions, licenses, and Insurance.

b. Resident is responsible for any damages to third parties arising from the conduct of Resident's business.

c. The business is required to comply with and is subject to inspection by the appropriate city, county, state or federal agency, office or department for compliance with applicable laws, codes, regulations and requirements.

d. Residents providing childcare must comply with military regulations governing home based day care centers operated by military members or their spouses. This includes, but is not limited to obtaining and retaining adequate Insurance, and maintaining current certification through the Military Child Development Home Certification process.

e. No door-to-door soliciting will be allowed and no advertising signs shall be posted on the Premises or in the Neighborhood.

f. Advertising or flyers of any kind may not be posted or distributed in the Neighborhood or placed in or posted on mail boxes.

4. **Violation provision of the Rules.** If Resident, Occupant or Guest, in Owner's judgment, violates any rule or provision of the lease Agreement, Home Based Business Addendum or the Resident Guide, Owner may provide Resident written notice of said violation, and: (a) issue a warning concerning the ramifications of further violations; (b) direct temporary cessation of business pending review; or (c) revoke this Conditional Authorization. If notified to temporarily or permanently cease operations,

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Resident must cease promptly in accordance with the notification. Violation include, but are not limited to, receipt of reasonable complaints, as determined by Owner, that the business is disturbing other residents or creating an inappropriate environment within the Community. Owner also had all the rights and remedies set forth in the Lease, This Home Based Business Addendum and the Resident Guide, Including damages, eviction and attorney's fees to the extent allowed by law.

5. Liability for Damages, Injuries, Cleaning, Etc. Resident is liable for the entire amount of all damages caused by the conduct of the Home Based Business, including wear and tear beyond that expected in a family domicile. This provision applies to all parts of the Premises, including carpets, doors, walls, window, screens, appliances, as well as lawns, landscaping and other outside improvements. Items that cannot be satisfactorily cleaned or repaired will be replaced in their entirety at Residents expense. Payment for damages, repairs, cleaning, replacements, etc. are due within 30 days of demand.

Resident shall defend, indemnify and hold Owner harmless from loss, cost, damage, injury, and the claims by others related to Residents Home Based Business, including but not limited to, all costs of litigation and attorney's fees resulting from any such damage.

6. Liability Not Limited. Approval for this Home Based Business Addendum does not limit Residents Liability for property damages, cleaning, replacements, or personal injuries resulting from conduct of the approved business.

7. General. The Resident acknowledges that no other oral or written agreement exists regarding the Home Based Business other that the Lease Agreement, the Home Based Business Agreement and the Resident Guide.

Resident: _____ Date _____ Owner: _____ Date _____

Resident: _____ Date _____ Owner: _____ Date _____