

HOME BASED BUSINESS ADDENDUM

This will serve as an Addendum to the Lease Agreement dated _____, between Midwest Family Housing, LLC, Owner, and _____, (“Resident”), regarding property located at _____, (the “Premises”).

1. **Conditional Authorization for a Home Based Business.** The 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 Agreement terminates. The Owner may terminate this Conditional Authorization prior to Lease Agreement termination if the Resident’s right of occupancy is lawfully terminated or if, in the Owner’s judgment, the Resident, Occupant, or guest violates any of the rules of this Lease Agreement, Home Based Business Addendum or Community Handbook. 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. Navy-Certified Child Care in a Child Development Home: _____(initial)
 - b. Other (description): _____

3. **Home Based Business Rules. The 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 Navy 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 Navy’s 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. **Additional Rules.** The Owner has the right to make reasonable changes to the rules affecting the Home Based Businesses Addendum from time to time. A written copy of any change will be provided to every Resident who is currently authorized to conduct home based business.

Businesses wherein customers routinely conduct business at the Premises are inappropriate and will not be approved.

5. **Violation of Rules.** If the Resident, Occupant or guest, in the Owner's judgment, violates any rule or provision of the Lease Agreement, Home Based Business Addendum or the Community Handbook, the Owner may provide the 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, the Resident must cease promptly in accordance with the notification. Violations include, but are not limited to, receipt of reasonable complaints, as determined by the Owner, that the business is disturbing other residents or creating an inappropriate environment within the Neighborhood. The Owner also has all other rights and remedies set forth in the Lease Agreement, this Home Based Business Addendum and the Community Handbook, including damages, eviction, and attorney's fees to the extent allowed by law.

6. **Liability for Damages, Injuries, Cleaning, Etc.** The 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, windows, 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 the Resident's 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 relating to Resident's home business, including but not limited to, all costs of litigation and attorney's fees resulting from any such damage.

7. **Liability Not Limited.** Approval of this Business Addendum does not limit Resident's liability for property damages, cleaning, replacements, or personal injuries resulting from conduct of the approved business.
8. **General.** The Resident acknowledges that no other oral or written agreement exists regarding the home based business other than the Lease Agreement, the Home Based Business Agreement and the Community Handbook.

Resident:

Forest City Residential Management, Inc.
Agent for Owner

By: _____

Date:

Date: _____