

### HOME BASED BUSINESS ADDENDUM

This addendum (this “**Addendum**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and forms a part of that certain Lease Agreement dated \_\_\_\_\_, \_\_\_\_\_ (the “**Lease**”), between \_\_\_\_\_ (“**Owner**”), \_\_\_\_\_ (“**Tenant**”), \_\_\_\_\_ (“**Tenant**”), \_\_\_\_\_ (“**Tenant**”), \_\_\_\_\_ (“**Tenant**”), \_\_\_\_\_ (“**Tenant**”), \_\_\_\_\_ (“**Tenant**”), for the Premises described in the Lease. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

Tenants must register any home based business with the Community Manager a minimum of **one week** prior to the Tenant conducting any business in the Premises.

The Tenant intends to conduct the business described below while residing in the Premises (**complete if applicable**):

- a. **Navy / Marine Corps Certified Child Care** in a Child Development Home: \_\_\_\_\_  
*(initial)*
- b. *Other (description):* \_\_\_\_\_  
\_\_\_\_\_

**Conditional Authorization for a Home Based Business.** The Owner hereby approves the Tenant conducting the home based business described above, in accordance with Government guidelines and state/local laws and regulations governing the conduct of home based businesses until the Lease terminates. The Owner may terminate this Conditional Authorization prior to Lease termination if the Tenant’s right of occupancy is lawfully terminated or if, in the Owner’s judgment, the Tenant, any Occupant, or guest violates any of the rules of the Lease, this Home Based Business Addendum or the Community Guidelines & Policies. Businesses wherein customers routinely conduct business at the Premises are inappropriate and will not be approved. Owner’s granting of permission is not a warranty that the Premises is suitable for the conduct of Tenant’s business.

**1. Home Based Business Rules. The Tenant agrees to abide by these rules:**

- a. Tenant is responsible for obtaining the necessary permissions, licenses, and insurance.
- b. Tenant is responsible for any damages to third parties arising from the conduct of Tenant’s business.
- c. The business is required to comply with and is subject to inspection by the appropriate Government, city, county/borough, state or federal agency, office or department for compliance with applicable laws, codes, regulations and requirements.
- d. Tenants providing childcare must comply with **Navy / Marine Corps** 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 / Marine Corps’** Child Development Home Certification process.

- e. No door-to-door soliciting will be allowed and no advertising signs or flyers of any kind shall be posted on the Premises or in the Community or placed in or posted on mail boxes.
  - f. Home-based businesses may be conducted online, by telephone or by mail, with the Owner's consent. Businesses requiring periodic direct customer interaction must utilize alternate facilities for these business transactions. This includes such events as Tupperware or Mary Kay promotional parties.
  - g. No interior or exterior structural modifications or additions may be made to the Premises to accommodate Tenant's business.
2. **Amendments to 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 Tenant who is currently authorized to conduct home based business.
  3. **Violation of Rules.** If the Tenant, Occupant or guest, in the Owner's or Community Manager's judgment, violates any rule or provision of the Lease, Home Based Business Addendum or the Community Guidelines & Policies, the Owner or Community Manager may provide the Tenant written notice of said violation, and (a) issue a warning concerning the ramifications of further violations; (b) direct temporary cessation of business pending review; (c) revoke this Conditional Authorization; or (d) be held liable for excessive utility consumption and/or damages. If notified to temporarily or permanently cease operations, the Tenant 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 tenants or creating an inappropriate environment within the Community or, consuming excessive utilities. The Owner also has all other rights and remedies set forth in the Lease, this Home Based Business Addendum and the Community Guidelines & Policies, including damages, eviction, and attorney's fees to the extent allowed by law.
  4. **Liability for Damages, Injuries, Cleaning, Etc.** Section 10.B. of the Lease shall govern in the event of any damages, injuries or losses to person or property caused by or resulting from the conduct of the home based business, including wear and tear beyond that expected in a family domicile. This provision applies to any damages, injuries or losses to all parts of the Premises, including carpets, doors, walls, windows, screens, appliances, as well as lawns, landscaping and other outside improvements.

Tenant shall indemnify and hold Owner, Community Manager, their agents, employees and representatives harmless against all claims, expenses, damages, actions, and liabilities of whatever nature, including reasonable attorney's fees, arising from or relating to injury, loss or damage relating to in accordance with Section 10.B. of the Lease.

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

I have read and understand the above.

\_\_\_\_\_  
Tenant Date Tenant Date

\_\_\_\_\_  
Tenant Date Tenant Date

\_\_\_\_\_  
Tenant Date Tenant Date

\_\_\_\_\_  
Owner Date