

## HOME BASED BUSINESS ADDENDUM

This will serve as an Addendum to the Resident Occupancy Agreement dated \_\_\_\_\_ (the “**Agreement**”) regarding property located at \_\_\_\_\_ (the “**Home**”), between Corvias Air Force Living, LLC (“**Owner**”) and \_\_\_\_\_ (“**Resident**”).

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

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

a. Air Force Certified Child Care in a Child Development Home: \_\_\_\_\_ (*initial*)

b. Other (*description*): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. **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 Government, city, county/borough, state or federal agency, office or department for compliance with applicable laws, codes, regulations and requirements.

d. Residents providing childcare must comply with Air Force 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 Air Force’s 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 Home or in the Neighborhood or placed in or posted on mail boxes.

f. No interior or exterior structural modifications or additions may be made to accommodate Resident’s business.

3. **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 Resident who is currently authorized to conduct home based business.

4. **Violation of Rules.** If the Resident, Occupant or guest, in the Owner’s or Community Manager’s judgment, violates any rule or provision of the Agreement, Home Based Business Addendum or the RRG, the

Community Manager 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 Agreement, this Home Based Business Addendum and the RRG, including damages, eviction, and attorney's fees to the extent allowed by law.

- 5. **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 Home, 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 or prior to Resident's departure from the Home, whichever occurs first.

Resident shall indemnify and hold Owner and Community Manager harmless from loss, cost, damage, injury and claims by others relating to Resident's home business.

- 6. **Liability Not Limited.** Approval of this Home Based Business Addendum does not limit Resident's 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 than the Agreement, this Home Based Business Addendum and the RRG.

<b>Resident</b>	<b>Corvias Air Force Living, LLC, by Corvias Management – AF, LLC, its agent</b>
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Date: _____	Date: _____