

LIVE-IN AIDE ADDENDUM

This Live-in Aide Addendum dated _____, is attached to and made a part of the Lease dated _____ by and between _____ (Landlord) and _____ (Tenant(s)) for apartment number _____ in _____ Apartments is hereby amended with the addition of this Addendum. Unless terminated or modified as provided herein, this Addendum shall remain in force throughout the term of the Lease.

DEFINITION OF LIVE-IN AIDE

A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities, and who:

- (1) Is determined to be essential to the care and well-being of the person(s);
- (2) Is not obligated for the support of the person(s); and
- (3) Would not be living in the unit except to provide the necessary supportive services.

PURPOSE OF A LIVE-IN AIDE

A live-in aide is permitted by the Landlord to occupy the Tenant's unit as a reasonable accommodation to the Tenant's disability only as long as the Tenant requires the services of a live-in aide to be able to successfully live in these premises, perform daily living activities, and meet the lease terms. At any time should the Tenant no longer need the services of the live-in aide, the Tenant shall insure that the aide immediately move from the Tenant's unit.

1. **SCREENING:** Tenant and the proposed Live-in aide agree to provide the Landlord with all information necessary for the Landlord to screen the live-in aide to determine whether the aide meets Landlord's reasonable occupancy criteria for Live-in Aides.
2. **LIVE-IN AIDE HAS NO RIGHTS OF OCCUPANCY:** The live-in aide qualifies for occupancy only as long as the Tenant needs supportive services and remains a Tenant. The live-in aide has no rights to occupancy, even if the Live-in Aide is a family member of the Tenant, and may not qualify for continued occupancy as a remaining family member. To be permitted to occupy the unit, the Live-in Aide must complete and sign the Live-in Aide Agreement.
3. **TENANT'S LEGAL AND FINANCIAL RESPONSIBILITY:** As the Tenant and the employer of the live-in Aide who will occupy these Premises the Tenant has the following legal and financial duties:



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- a. Tenant agrees to indemnify, defend, and hold Landlord harmless from and against any and all claims, actions, suits, judgments, and demands brought by any other party on account of or in connection with any activity or damage caused by the live-in aide.
 - b. Tenant will insure that the live-in aide abides by all lease terms and with Landlord's rules and regulations. If Tenant learns of violations by the Live-In Aide, the Tenant will immediately terminate the services of the live-in aide and remove the live-in aide from the premises.
 - c. Tenant understands that the Live-in Aide is considered a guest of the Tenant and as such, the Tenant is responsible for the actions of the live-in aide while on the premises. The Live-in Aide's violations of the lease terms and Landlord's rules and regulations could result in the termination of the Tenant's lease.
4. **TENANT'S ABSENCE FROM THE UNIT:** Because the live-in aide occupies the unit only to provide services to the Tenant, if the Tenant is absent from the unit for more than one week (7 days and/or nights), the live-in aide will vacate the Tenant's unit and shall not occupy the unit until the Tenant returns.
 5. **RECERTIFICATION OF THE TENANT'S NEED FOR THE LIVE-IN AIDE:** The Landlord has the right to periodically recertify the Tenant's need for the continued occupancy by the Live-in Aide. Upon request, the Tenant agrees to provide Landlord with any information necessary to confirm his/her continued need of the services of the Live-in Aide.
 6. **POLICY CHANGES:** Management reserves the right to alter or amend any of the above stated policies. In the event of a Live-In Aide Policy change, Management will provide thirty (30) days notice to the Tenant of the proposed change(s), and whenever appropriate will provide the Tenant with a revised Live-in Aide Addendum to sign.
 7. This addendum is incorporated into the Lease Agreement and the Tenant agrees to abide by each and all such rules. Failure to comply may allow the Landlord to terminate the Lease Agreement as provided by the State's landlord/tenant laws.
 8. Tenant has read this Live-in Aide Agreement and agrees to comply with the terms of the Agreement and such rules and regulations as may be reasonably adopted from time to time by the Landlord.

SIGNATURES

TENANT(S)



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1. _____

DATE SIGNED

2. _____

DATE SIGNED

LANDLORD

BY: _____

DATE SIGNED

THIS PROPERTY OPERATES IN ACCORDANCE WITH FAIR HOUSING LAWS. WE DO NOT DISCRIMINATE AGAINST ANY PERSON IN THE TERMS, CONDITIONS OR PRIVILEGES OF SALE OR RENTAL OF A DWELLING OR IN THE PROVISIONS OF SERVICES OF FACILITIES IN CONNECTION THEREWITH, BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN.

SAMPLE



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LIVE-IN AIDE QUESTIONNAIRE

Name of Tenant who will receive my services: _____

Name of Live-in Aide: _____

Current Address: _____

Telephone: HOME _____ CELL _____

Birthday _____ Social Security No _____ Sex _____

1. Are you currently employed? YES NO

If yes, please provide following:

Name of current employer: _____

Address: _____

Telephone No. _____

Length of Employment: _____

2. For all previous addresses during past 5 years, please list:
(attach additional pages if needed)

1. Dates of tenancy:

Address:

Landlord's name:

Landlord's telephone number:

2. Dates of tenancy:

Address:



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Landlord's name:

Landlord's telephone number:

3. Have you been evicted from an apartment community during the past 5 years for committing lease violations? YES NO
- If yes, please explain: _____
4. Have you been involved in any legal actions, including arrests, adjudications, criminal or civil actions during the past 10 years? YES NO
- If yes, please explain: _____
-
5. Are you listed on any state's sex offender registration? YES NO
6. Do you illegally use, purchase or sell controlled substances? YES NO
7. Do you abuse alcohol? YES NO
8. Do you agree to abide by all Lease terms and the Landlord's community rules and regulations? YES NO
9. Do you understand that your occupancy will be terminated should you fail to comply with the Landlord's community rules and regulations? YES NO
10. Do you agree to vacate the unit during any time period during which the Tenant is absent from the unit for longer than one week (7 days and/or nights)? YES NO
11. Do you understand that you are occupying this property only to provide personal care services to the Tenant listed above, and therefore, you have no rights to continued occupancy of the Tenant's unit should the Tenant vacate the unit for any reason? YES NO



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I hereby certify that I have carefully read the Live-in Aide Questionnaire, understand all of its content, and have provided true and correct answers to all questions.

Live-in Aide

Date

I hereby certify that I have carefully reviewed all information provided by the Live-in Aide in response to the Live-in Aide Questionnaire, and to my knowledge the Live-in Aide has provided true and correct information and answers.

Tenant

Date



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