



# FLYNN MANAGEMENT CORPORATION



## 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 ensure 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:

- 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 ensure 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 Landlords rules and regulations could result in the termination of the Tenant's lease.



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- 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) day's 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:**

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Live-In Aide

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Manager

\_\_\_\_\_  
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.**