

**ADDENDUM TO
RESIDENTIAL LEASE AGREEMENT**

THIS ADDENDUM (called the "Addendum") made this ____ day of _____, 20__ the Lease (called "the Lease") between _____ (called "The Landlord") and _____ (called "Tenant"). The following section is added to the Lease:

Permanent Absence of Tenant

(a) In the event of the death of the Tenant;

- (1) If the leased unit is not vacated by the end of the month in which the Tenant dies, executors, administrators, successors and assignees of the Tenant shall be bound to pay the rent for the Premises until the Premises is vacated.
- (2) If there is another remaining adult member listed on the Lease, that surviving adult member becomes the Head of the Household.
- (3) The landlord may substitute a court or otherwise lawfully appointed guardian of minor children that reside in the Premises as a substitute Tenant. Any substitution for Tenant must meet Landlord approval and screening criteria. In the event there is no available adult that is qualified and is willing to serve as a substitute Tenant, the Landlord may terminate the lease upon thirty (30) days notice to the lawful occupants. In the case that the surviving residents are minors, the court appointed guardian shall be served with notice along with the minors. The Landlord shall not be required to give notice to any person(s) not listed on the Lease.

(b) Tenant assignment of Custodian;

- (1) In the event of the death of the Tenant or if the Tenant permanently moves to a nursing home and there are no other lawful occupants of the Premises, the Tenant appoints the following person as Custodian of the Tenant's personal property located on the Premises:

Name of Custodian: _____

Address: _____

Telephone number: _____

Relationship to Tenant: _____

- (2) The Landlord is authorized to turn over to the Tenant named Custodian all of the personal property of the Tenant located on the Premises to dispose as required by law. The Custodian, on behalf of the Tenant, Tenants heirs, or personal representatives releases The Landlord and the management company from any liable claims or expenses once The Landlord turns over such personal property to the above Custodian, therefore, in no event does The Landlord have any responsibility to secure the Premises or Tenant's personal property in the event of the Tenant's death or move to a nursing home.

By signing below I/we, Tenant and Co-Tenant acknowledge that the provisions of this Addendum have been thoroughly explained and I/we agree to its terms and conditions:

Tenant Signature: _____ Date: _____

Co-Tenant Signature: _____ Date: _____

UPDATE Initials: _____

UPDATE Date: _____