

Addendum to Dwelling Lease

Directive for the Disposition of Personal Property

The parties agree specifically that this directive shall be duly incorporated in the lease agreement or in any other right of possession of the leasehold by the tenant.

The tenant hereby designates the following individual to have authority over any personal property, said property to include specifically but not exclusively any motor vehicle, mobile home, boat and any other personal property in or about the leasehold in the event of my death or if I become mentally or physically incapacitated.

Paragraph 1: Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Cell: _____ Work: _____

I as the tenant specifically grant my designee the following authority, to-wit:

- A. grant to the person designated under paragraph 1 of this subsection access to the premises at a reasonable time;
- B. allow the person designated under paragraph 1 of this subsection to remove any of the tenant's property found at the leased premises; and
- C. refund the tenant's security deposit, less lawful deduction, to the person designated under paragraph 1 of this subsection.

Paragraph 2:

In the event of my death or if I become mentally or physically incapacitated, I specifically grant the landlord the following rights and powers:

- 1. the landlord may, at the landlords discretion, remove and store all property found in the tenant's leased premises;
- 2. the landlord shall turn over possession of the property to the person who was designated by the tenant under Paragraph 1;
- 3. the landlord shall refund the tenant's security deposit, less lawful deductions, including the cost of removing and storing the property, to the person designated under paragraph one (1) of this section or to any other known person lawfully entitled to the refund;
- 4. the landlord may immediately discard the property from the tenant's leased premises if:
 - a. the landlord has mailed a written request by certified mail, return receipt requested to the person at the address designated under Paragraph 1, requesting that the property be removed;
 - b. the person failed to remove the property by the thirtieth day after the postmark date of the notice, and
 - c. the landlord, prior to the date of discarding the property, has not been contacted by anyone claiming the property.

Paragraph 3:

The tenant hereby acknowledges that if the tenant fails to designate a person to remove tenant's personal property, or to properly update the tenant's designee, or in the event the person so designated is unable to perform or serve as designee, in the event the tenant dies, or becomes permanently mentally or physically incapacitated; the tenant hereby agrees, that landlord has complete authority to dispose of all tenant's personal property within the dwelling in any manner that landlord chooses. Tenant hereby releases landlord from all liability for damages and/or disposal of all tenant's personal property within the dwelling. Tenant hereby agrees to forfeit the security deposit to landlord strictly for removal and/or disposal of tenant's personal property within the dwelling.

(Tenant initials ONE choice on line below)

_____ I hereby designate the individual named in paragraph one (1).
_____ I have read the above and choose not to designate any person.

Tenant Signature

Date

Dated this _____ day of _____, 20____.