

Lease Addendum For Crime Free/Drug Free Housing

In consideration of the execution or renewal of a lease of the unit identified in the lease, Owner and Resident agree as follows:

- 1) Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use of s controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S. 802] or possession of drug paraphernalia.
- 2) Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.
- 3) Resident, any members of the resident's household or guests will not permit the dwelling to be used for or to facilitate criminal activity, including drug-related activity, regardless or whether the individual engaging in such activity is a member of the household. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in the manufacture, sale, distribution of illegal-drugs at any locations, whether on or near the dwelling unit premises or otherwise.
- 4) Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in acts of violence, including but limited to the unlawful discharge of firearms, prostitution, criminal street violence, including but not limited to the breach of the rental agreement that otherwise jeopardizes the health, safety, or welfare of the landlord, his agent(s) or tenants.
- 5) Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in acts of loud, annoying, disruptive behavior that emanates from the apartment or into the common areas of the complex or grounds or causes other residents to complain or call the police for disruptive behavior. Disruptive behavior includes loud music, arguing, fighting, slamming doors, jumping or otherwise upsetting the peace and tranquility of the neighbors or management or a violation of any statute or city ordinance.
- 6) **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY WITH TEN (10) DAYS NOTICE OR THE NON-RENEWAL OF SAID LEASE OR IF IN THE CASE OF A GUEST, A NOTICE BARRING THE PERSON FROM RETURNING (TRESSPASS ORDER) TO THE PROPERTY IN THE FUTURE WHETHER INVITED ONTO THE PROPERTY BY A RESIDENT OR NOT.**
- 7) A single violation of any of the provisions of this addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by the preponderance of the evidence.
- 8) In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
- 9) This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Resident Signature _____

Date _____

Property Manager/Asst Manager Signature _____

Date _____

PROPERTY NAME _____