

CRIME & DRUG FREE LEASE ADDENDUM

1. **THE PARTIES.** This Lease Addendum ("Addendum"), made effective as of _____, is by and between:

Landlord: _____ ("Landlord") and

Tenant: _____ ("Tenant").

The Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

2. **ORIGINAL LEASE.** This Addendum is being added to the lease agreement between the Parties, dated _____, for the property located at _____

("Original Lease").

3. ILLEGAL ACTIVITY.

- a) Tenant, any members of the Tenant's household or a guest or other person under the Tenant's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Premises" means the dwelling unit and any other area located within the building or on the property where the dwelling unit is located. "Drug-related illegal activity" means the illegal manufacturing, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)) or possession of drug paraphernalia.
- b) Tenant, any member of the Tenant's household or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the premises.
- c) Tenant and/or members of the household will not permit the dwelling unit to be used for, or to facilitate, illegal activity, including drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- d) Tenant, any member of the Tenant's household or a guest, or another person under the Tenant's control shall not engage in the unlawful manufacture, sale, use, storage, keeping, giving, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.

- e) Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement on the premises that otherwise jeopardizes the health, safety or welfare of the landlord, his or her agent(s), or other tenants.
- f) VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added 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 a preponderance of the evidence.

4. **EXECUTION.** This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Landlord Signature: _____ **Date:** _____

Print Name: _____

Tenant Signature: _____ **Date:** _____

Print Name: _____