

MARIJUANA 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. **MARIJUANA PROHIBITED.** The possession, use, cultivation, manufacture, or sale of any illegal substance, including marijuana, is strictly prohibited on the entire property, except as otherwise expressed under Section 4.

4. **MEDICAL MARIJUANA.** In accordance with the Controlled Substances Act (CSA), marijuana is categorized as a Schedule 1 substance, and the manufacture, distribution, or possession thereof is strictly prohibited. The U.S. Department of Housing and Urban Development states that the use of marijuana, whether or not prescribed for medical reasons, is a criminal offense and tenants are not protected under the fair housing laws. Landlord is not required to accommodate the use of marijuana by the Tenant.

5. **EFFECT OF BREACH.** A breach of this Addendum by the Tenant shall be deemed a material breach of the Original Lease and grounds for enforcement actions, including eviction. The Tenant acknowledges that a breach of this Addendum shall also render the Tenant liable to Landlord for the costs of repair to the Tenant’s rental unit due to damage from smoke odors or residue.

6. **EFFECT ON LEASE.** Except as specifically mentioned in this Addendum, all other terms and conditions of the Original Lease shall remain in full force and effect.

7. **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 _____