

## CRIME-FREE/DRUG-FREE LEASE ADDENDUM

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

### **The Resident, any members of the resident's household, or a guest, or other person under the resident's control:**

1. 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 manufacture, 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.
2. Shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the premises.
3. Will not permit the dwelling 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.
4. 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.
5. 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.
6. 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.
7. **Disorderly Use.** Resident, members of the resident's household, guests or other persons under the resident's control shall not engage in the following Disorderly Use activities: violations of state law relating to alcoholic beverages, trespassing or disorderly conduct; and violation of the Little Canada City Code relating to prohibited noise.
8. **Three Disorderly Use violations involving the same tenancy within a continuous twelve month period or five violations within any 36 month period shall be a substantial and material violation of the lease and good cause for termination of the tenancy.** Unless otherwise provided by law, proof of the violation shall not require a criminal conviction, but shall be determined by a preponderance of the evidence.
9. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
10. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

This addendum is not intended to offend or imply criminal involvement, and shall apply to all residents.

PROPERTY ADDRESS: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner/Agent/Manager Signature: \_\_\_\_\_

Business Name (if applies): \_\_\_\_\_

Date: \_\_\_\_\_

**Resident(s) acknowledge receipt of this addendum by signature of this document.**