

## **CRIME-FREE LEASE ADDENDUM**

In consideration of the execution or renewal of a Lease for the Apartment identified in the Lease, Landlord and Resident agree as follows:

**1. Criminal Activity by Resident and/or Resident's Guests Banned.**

Resident, members of Resident's household, Resident's occupants, Resident's guests, Resident's invitees, or any other person who is living in, visiting, inhabiting, dwelling, staying at, or frequenting the Resident's Apartment or is given access to Resident's Apartment by Resident, members of Resident's household, or Resident's occupants, or who is on the common grounds, or any other person in the Apartment or on the common grounds invited there in any way by Resident, members of Resident's household, or Resident's occupants, **shall not engage, or in any way be involved, in any criminal activity in, on or near the Apartment or common area; and in the case of Resident, members of Resident's household, or Resident's occupants, in, at, on or near the Apartment or common areas.**

**2. Facilitation of Criminal Activity Banned.**

Resident, members of Resident's household, Resident's occupants, Resident's guests, Resident's invitees or any other person who is living in, visiting, inhabiting, dwelling, staying at or frequenting the Resident's Apartment or is given access to Resident's Apartment by Resident, members of Resident's household, or Resident's occupants or who is on the common grounds or any other person in the Apartment or on the common grounds invited there in any way by Resident, members of Resident's household or Resident's occupants **shall not engage in any act intended to facilitate or that does facilitate criminal activity, including drug-related criminal activity, in, on or near the Apartment or common area; and the case of Resident, members of Resident's household or Resident's occupants, in, at, on or near the Apartment or common areas.**

**3. Use of Apartment for Criminal Activity Banned.**

Resident, members of Resident's household, Resident's occupants, Resident's guests, Resident's invitees or any other person who is living in, visiting, inhabiting, dwelling, staying at or frequenting the Resident's Apartment or is given access to Resident's Apartment by Resident, members of Resident's household or Resident's occupants or who is on the common grounds or any other person in the Apartment or on the common grounds invited there in any way by Resident, members of Resident's household or Resident's occupants, **shall not permit the Apartment to be used for any criminal activity, including drug-related criminal activity,** regardless of whether the individual engaging in such activity is a member of the household, an occupant, guest or invitee, and regardless of whether Resident is at home during any such offenses.

**4. Drug-Related Activity Banned.**

Resident, members of Resident's household, Resident's occupants, Resident's guests, Resident's invitees, or any other person who is living in, visiting, inhabiting, dwelling, staying at, or frequenting the Resident's Apartment or is given access to Resident's Apartment by Resident, members of Resident's household, or Resident's occupants, or who is on the common grounds, or any other person in the Apartment or on the common grounds invited there in any way by Resident, members of Resident's household, or

Resident's occupants, shall not engage in drug-related criminal activity. Drug-related criminal activity means the illegal manufacture, sale, distribution, 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 at any location, whether in, at, on, or near the Apartment or common area; and the case of Resident, members of Resident's household, or Resident's occupants, in, at, on, or near the Apartment or common areas.

**5. All Criminal Activity Banned.**

Resident, members of Resident's household, Resident's occupants, Resident's guests, Resident's invitees, or any other person who is living in, visiting, inhabiting, dwelling, staying at, or frequenting the Resident's Apartment or is given access to Resident's Apartment by Resident, members of Resident's household, or Resident's occupants, or who is on the common grounds, or any other person in the Apartment or on the common grounds invited there in any way by Resident, members of Resident's household, or Resident's occupants, shall not engage in any criminal activity **INCLUDING, BUT NOT LIMITED TO, prostitution, criminal street gang activity, threatening or intimidating, assault, the unlawful discharge of firearms on or near the Apartment or common grounds, or any other breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the Owner, his agents, or other residents, or involving imminent or actual serious property damage.**

**6. Violation Will Result in Lease Termination.**

**VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any provision of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. Unless otherwise required by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

**7. Addendum Supersedes Lease.**

In case of conflict between the provisions of this addendum and any other provisions of the Lease, the provisions of this addendum shall govern.

**8. Addendum is Incorporated into Lease.**

This **CRIME-FREE LEASE ADDENDUM** is incorporated into the Lease executed or renewed on \_\_\_\_\_ between Landlord and Resident.

Resident's signature \_\_\_\_\_

Date \_\_\_\_\_

Landlord's signature \_\_\_\_\_

Date \_\_\_\_\_