

LEASE ADDENDUM FOR A DRUG-FREE/CRIME FREE HOUSING

In consideration of the execution or renewal of a lease of the space or dwelling unit identified in the lease, Landlord and Tenant agree as follows:

1. Tenant, any members of the Tenant’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 a controlled substance [as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)].

2. 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 criminal activity, including drug-related criminal activity, on or near the said premises.

3. Tenant or members of the household will not permit the space or dwelling unit to be us used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. 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 manufacturing, selling, using storing, keeping or giving of a controlled substance as defined in A.R.S. 13-3451, at any locations, whether on or near the premises or otherwise.

5. Tenant, any member of the Tenant’s household, or a guest or another person under the Tenant’s control shall not engage in any illegal activity, including prostitution as defined in A.R.S 13-3211, criminal street gang activity as defined in A.R.S. 13-105 and 13-2308, threatening or intimidating as prohibited in A.R.S. 13-1202, assault as prohibited in A.R.S. 13-1203, including but not limited to the unlawful discharge of firearms on or near the premises or any breach of the rental agreement that otherwise jeopardizes the health, safety and welfare of the Landlord, his agent or other tenant or involving imminent or actual serious property damage as defined in A.R.S. 33-1476.D.3.

6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE/RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE 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. It is understood and agreed that a single violation shall be good cause for termination of the lease/rental agreement under A.R.S 33-1476, as provided in A.R.S. 33-1485. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

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

8. Tenant hereby authorizes the use all police generated reports as direct evidence in all eviction hearings and trials for violation of this Addendum.

9. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Landlord and Resident.

Tenant Signature

Date

Tenant Signature

Date

Manager’s Signature

Date