

# LEASE ADDENDUM

## CRIME-FREE DRUG-FREE HOUSING

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

1. Resident, any member of the resident's household, or 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 of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]).

2. Resident, any member of the resident's household, or a guest or other person under the resident'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. Resident or members of the resident's household **will not permit the dwelling unit to be 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. Resident or members of the resident's household or guest, or another person under the resident's control shall not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether **on or near the dwelling unit**, premises or otherwise.

5. Resident, any member of the resident's household, or a guest or another person under the resident'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 on 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 dwelling unit premises, **or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other resident or involving imminent serious property damage**, as defined in A.R.S. 33-1368.

6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A **single** violation of any of the provisions of this addendum shall be deemed a serious violation, and a material and irreparable noncompliance. It is understood that a **single** violation shall be good cause for **immediate termination of the lease** under A.R.S. 33-1377, as provided in A.R.S. 33-1368. 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. This **LEASE ADDENDUM** is incorporated into the lease executed or renewed this day between owner and resident.

RESIDENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

MANAGER/OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

PROPERTY NAME & ADDRESS: \_\_\_\_\_