

## CRIME FREE LEASE ADDENDUM

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

Resident, any member of the resident's household, a guest or any other person under the resident's control:

1. 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 or the Controlled Substance Act [21 U.S.C. 802]).
2. Shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the premises.
3. Will not permit the dwelling 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. 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. 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. 13-12-2, 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 the 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 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 the agent/owner and resident.

RESIDENT SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

RESIDENT SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

AGENT/OWNER \_\_\_\_\_ Date \_\_\_\_\_

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

