CRIME FREE LEASE ADDENDUM

(suggested by many Police Departments)

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

Resident, any member(s) of the resident's household, a guest or any other person affiliated with the resident on or near the resident premises:

- 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 the intent to manufacture, sell, distribute or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act 21 U.S.C. 8802).
- 2. Shall not engage in any act intended to facilitate criminal activity.
- 3. Will not permit the dwelling unit to be used for, or to facilitate criminal activity.
- 4. 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 dwelling unit premises.
- 5. Shall not engage in any illegal activity including, but not limited to 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 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 tenant(s) or involving imminent or actual serious property damage, as defined in A.R.S. 3301368.
- 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 provisions of this addendum shall be deemed a serious violation and material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under A.R.S. 33-1377, as provide in A.R.S. 33-1368. Unless otherwise provided by law, PROOF of violation SHALL NOT require criminal conviction, but shall be a preponderance of the evidence.
- 7. In case of conflict between the provisions of this addendum and any other provisions of this lease, the provisions of this addendum shall govern.

Resident Signature		Date
Resident Signature		Date
Resident Signature		Date
Owner/Property Mgr. Signature		Date
Property Address		
	ä	

8. This lease addendum is incorporated into the lease executed or renewed this day between

Manager, and/or Owner and Resident.