CRIME FREE LEASE ADDENDUM

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 members of the resident'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 of a controlled substance (as defined in Section 102 of 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 household **will not permit** the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest.

4. Resident, any member of the resident's household or a guest, or another person under the resident'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 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 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 or involving imminent or actual 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 added addendum shall be deemed a serious violation and a 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 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.

_____ Date:_____
Resident Signature

_____ Date:_____
Resident Signature

_____ Date:_____
Property Manager's Signature

_____
Property Name