## CRIME FREE RENTAL/LEASE ADDENDUM

In consideration of the execution or renewal of a lease/ rental of the dwelling unit identified in the lease/rental, 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 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 or 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. 13-1202, 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 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/rental agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent(s) or other tenant 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/RENTAL AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A **single** violation of any provisions of the 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 prohibited 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 the lease/rental, the provisions of the addendum shall govern.

8. The LEASE/RENTAL ADDENDUM is incorporated into the lease/rental executed or renewed this day between Owner and Resident.

_____ _____ _____ _____

Resident Signature Date Resident Signature Date

_____ _____

Property Manger's Signature Date

Property:_____

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