CRIME FREE LEASE ADDENDUM

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

- 1. Resident, any member(s) of the resident's household, a guest or any other person affiliated with the resident at or near the resident premises are prohibited from:
 - a. Engaging 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 an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
 - b. Engaging in any act intended to <u>facilitate criminal activity</u> or <u>permitting the dwelling unit to be used for criminal activity</u>.
 - c. <u>Engaging in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance</u> as defined in A.R.S. 13-3451, at any locations, whether on or near the dwelling unit premises.
 - d. <u>Engaging in any illegal activity, including, but not limited to prostitution</u> as defined in A.R.S. 13-3211, <u>criminal street gang activity</u> as defined in A.R.S. 13-105 and A.R.S. 13-2308, <u>threatening or intimidating</u> as prohibited in A.R.S. 13-1202, <u>assault</u> as prohibited in A.R.S. 13-1203, including but not limited to <u>the unlawful discharge of a weapon</u>, on or near the dwelling unit premises, or <u>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.</u>
- 2. <u>VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY</u>. 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 <u>a single violation shall be good cause for immediate termination of the lease</u> under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise provided by law, <u>proof of violation shall not require a criminal conviction</u>, but shall be by a preponderance of the evidence.
- 3. I hereby authorize property management to use any police generated reports against me as direct evidence in all eviction hearings.
- 4. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
- 5. This Lease Addendum is incorporated into the lease or renewal thereof, executed or renewed at any time between Landlord/Manager and Resident/Lessee.

10/2006

Resident Signature	Date	;
Resident Signature	Date	:
Property Manager's Signature	Date	:
Name of Property		