

# Lease Addendum for Drug-Free Housing

This Agreement entered into the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between \_\_\_\_\_ (Owner) and \_\_\_\_\_ (Tenant) for dwelling unit # \_\_\_\_\_ in consideration of their mutual promises agree as follows:

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

1. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near project premises. "Drug use or possession with the intent to manufacture, sell, distribute, or use, of controlled substance" (as defined in section 102 of the Controlled Substance Act [21 U.S.C. 802]).
2. Tenant or any member of the Tenant's control ***shall not engage in any act intended to facilitate criminal activity***, including drug-related criminal activity, on or near project premises.
3. Tenant 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 of whether the individual engaging in such activity is a member of the household or guest.
4. Tenant or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
5. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, on or near project premises.
6. ***VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.*** A single violation of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be 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 Tenant.

<i>Owner/Agent</i>	<i>Date</i>
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<i>Tenant</i>	<i>Date</i>
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<i>Tenant</i>	<i>Date</i>
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<i>Tenant</i>	<i>Date</i>
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