

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:

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.

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 intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21U.S.C. 8021]).
2. _____ Shall not engage in any act intended to facilitate criminal activity.
3. _____ Will not permit the dwelling to be used for, or to facilitate criminal activity.
4. _____ Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in A.R.S. 13-3451, at any locations, whether on or near the dwelling 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. 13-1 05 and A.R.S 12-2308, 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 a weapon, on or near the dwelling 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 these provisions of this 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 a 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 this addendum shall govern.
8. _____ The Lease Addendum is incorporated into the lease executed or renewed this day between Manager, Owner and Resident.

Tenant:

Landlord or Representative:

_____ Date: _____