

CRIME FREE LEASE ADDENDUM

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

1. Tenant, any member of tenant's household, a guest, or any person under the tenant'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. Tenant, any member of tenant's household, a guest, or any person under the tenant's control **shall not engage in any act intended to facilitate criminal activity**, including drug-related activity, on or near the said premises.
3. Tenant or member of tenant's household **will not permit the dwelling unit to be used for, or to facilitate criminal activity**, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Tenant, any member of tenant's household, a guest, or any person under the tenant's control **shall not engage in any unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance** as defined in I.C. Title 37, at the locations, whether **on or near the dwelling unit** premises or otherwise.
5. Tenant, any member of tenant's household, a guest, or any person under the tenant's control **shall not engage in any illegal activity, including prostitution** as defined in I.C. 18-5613, **criminal street gang activity, threatening or intimidating other residents, assault** as prohibited in I.C. 18-901 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, their agent, or other tenant or involving imminent or actual serious property damage**, as defined in I.C. 18-7001.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A **single** violation of any 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**. Unless otherwise prohibited 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 Manager and Tenant.

Tenant Signature

Date

Tenant Signature

Date

Manager Signature

Date