

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease the dwelling unit identified in the lease, the 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 the 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. Shall not engage in any act intended to facilitate criminal activity.
3. Will not permit the dwelling unit to be used for, or to facilitate criminal activity.
4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined in A.R.S. 13-3451, at any locations whether on or near the dwelling unit 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. 13-105 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 agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, other tenants, or involving imminent or actual serious property damage as defined in A.R.S. 13-1368.
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 the provisions of the 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. 13-1377, as provided in A.R.S. 13-1368. 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 Manager or Owner and Resident.

Resident Signature: _____ Date: _____

Resident Signature: _____ Date: _____

Resident Signature: _____ Date: _____

Manager/Owner Signature: _____ Date: _____

Property Address: _____