

State of _____

CRIME AND DRUG FREE ADDENDUM TO LEASE AGREEMENT

This Crime and Drug Free Addendum to the Lease Agreement (this "Addendum") is made on ____ day of _____, 20____, by and between _____ ("Landlord") and _____ ("Tenant"). Each Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

This Addendum is attached to and made a part of the (Check one): Commercial Residential Lease Agreement dated _____, 20____ (the "Lease Agreement") for the rent and use of the property located at _____ ("Premises").

The Parties hereby mutually agree to amend the Lease Agreement by incorporating the following provisions:

1. Crime-Free Premises. Tenant, any member of the Tenant's household, or guest or other person under the Tenant's control shall not engage in, facilitate, permit, or allow criminal activity on or near the Premises, including but not limited to violent criminal activity, drug-related criminal activity, or any other activity that threatens the health, safety, welfare or right to peaceful enjoyment of the Premises by other residents. "Drug-related criminal activity" is the illegal manufacture, sale, distribution, purchase, 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, or possession of drug paraphernalia.

2. Drug-Free Premises. Tenant, any member of the Tenant's household, or guest or other person under the Tenant's control shall not unlawfully possess, use, sell, distribute, or manufacture any illegal drugs or paraphernalia on or near the Premises.

3. Enforcement and Compliance. Tenant acknowledges that a single violation of any of the provisions of this Addendum shall be deemed a serious violation, constituting a substantial breach of the Lease Agreement, warranting immediate termination of the Lease Agreement. Upon any such breach, Landlord shall have the right, but not the obligation, to terminate the Lease Agreement and to pursue any other rights and remedies available under the Lease Agreement or applicable law. Tenant further agrees that the Landlord's failure to strictly enforce any term of this Addendum does not waive the Landlord's right to enforce such term.

4. Notice of Criminal Activity. Tenant agrees to promptly notify the Landlord in writing of any incidents of criminal activity or drug-related activity by any person(s) on the Premises that comes to Tenant's attention.

5. Miscellaneous. _____



Except as set forth in this Addendum, all other terms and conditions of the Lease Agreement remain unchanged and shall continue in full force and effect. This Addendum is hereby incorporated into the Lease Agreement and in the event of any conflict between this Addendum and the Lease Agreement, the terms of this Addendum shall govern.

This Addendum may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

IN WITNESS WHEREOF, this Addendum has been executed and delivered as of the date first written above.

Landlord Signature

Landlord Full Name

Tenant Signature

Tenant Full Name

