



DRUG-FREE HOUSING ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE is made this ____ day of _____, 20____, by and between

_____ (hereinafter “Lessor”), and
_____ (hereinafter “Lessee”).

WITNESSETH:

WHEREAS, Lessor has agreed to lease that certain real property commonly known as

_____ (hereinafter, the “Property”) to Lessee, which was entered into
on _____, 20____;

WHEREAS, Lessor has agreed to include certain amenities, as described herein;

WHEREAS, Lessor desires to set forth certain rules and regulations concerning the below named amenities;

NOW THEREFORE, in consideration of the mutual promises, acknowledgments, and agreements herein contained, Lessor and Lessee agree as follows:

1. The Tenant, any member of the Tenant’s household, or a guest or other person under the Tenant’s control shall not engage in or facilitate criminal activity on or near the property, including, but not limited to, violent criminal activity or drug-related criminal activity.
2. The Tenant, or any member of the Tenant’s household, shall not permit the dwelling to be used for, or to facilitate, criminal activity, including, but not limited to violent criminal activity or drug-related criminal activity.
3. “Violent criminal activity” means any felonious criminal activity that has as one of its elements, the use, attempted use, or threatened use of physical force against the person or property of another.
4. “Drug-related criminal activity” means the illegal manufacture, sale, distribution, or use, or procession with intent to manufacture, sell, distribute or use, a controlled substance (as defined in Section 102 of the Controlled substances Act [21 U.S.C. 805]).
5. One or more violation of section 1 or section 2 of the Lease is a material noncompliance with the Lease. Any such violation is ground for immediate lease termination and eviction from the unit.
6. Proof of violation shall be by a preponderance of the evidence, unless otherwise provided by law.
7. In case of any conflict between the provisions of this Lease Addendum and any other provisions of this lease, the provisions of this Lease Addendum shall govern.

IN WITNESS WHEREOF, the parties, or their authorized officers, have executed this Addendum to Lease by affixing their signatures on the day and year first above written.

LESSOR:

By: _____

_____, Lessee

Title: _____