LEASE ADDENDUM FOR CRIME-FREE/DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any members of the resident's household, or a guest or other person under the resident's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use, **or** possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia (MN Statute 152.092).

2. Resident, any members of the resident's household, or a guest or other person under the resident's control *shall not engage in any act intended to facilitate illegal activity*, including drug-related illegal activity, on or near the said premises.

3. Residents or members of the household <u>will not permit the dwelling to be used for, or to facilitate illegal</u> <u>activity</u>, including drug-related illegal activity, regardless or whether the individual engaging in such activity is a member of the household.

4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at <u>any</u> locations, whether on or near the dwelling unit premises or otherwise.

5. Resident, any members of the resident's household or a guest or other person under the resident's control <u>shall not engage in acts of violence or threats of violence</u>, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety, or welfare of the landlord, his agent(s) or tenants.

6. <u>VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE</u> <u>AND GOOD CAUSE FOR TERMINATION OF TENANCY</u>. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease.

It is understood and agreed that a <u>single violation</u> shall be good cause for termination of the lease. Unless otherwise provided by law, <u>proof of violation shall not require</u> <u>criminal conviction</u>, but shall be by the 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 Owner and Resident.

MANAGEMENT

(Resident)

(Resident)

by: _____

(Resident)

Date Signed: _____

Date Signed: ____

Resident(s) acknowledge receipt of this addendum by signature of this document