

RENTAL AGREEMENT/LEASE AGREEMENT
ADDENDUM FOR DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the Rental Agreement/Lease, Management and Resident agree as follows:

1. Resident, any member of the Resident's household, or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near property 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 1012 of the Controlled Substance Act (21 U.S.C. 802))
2. Resident, any member 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 criminal activity, including drug-related criminal activity, on or near property premises.
3. Resident or members of the household *will not permit the dwelling unit to be used for, or to facilitate, criminal activity*, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near property premises or otherwise.
5. Resident, any member of the Resident's household, or a guest or other person under the Resident's control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near property premises.
6. ***VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT/LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.*** A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the rental agreement/lease, it is understood and agreed that a single violation shall be a good cause for termination of the rental agreement/lease. Unless otherwise provided 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 rental agreement/lease, the provisions of the addendum shall govern.
8. This Rental Agreement/Lease Addendum is incorporated into the rental agreement/lease executed or renewed this day between Management and Resident.

_____ Date

_____ Resident

_____ Date

_____ Resident

_____ Date

_____ Owner/Agent

Kapu Lit (General Manager)

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