DRUG-FREE HOUSING ADDENDUM

In consideration of the execution or renewal of a lease of the Premises identified in the lease, Lessor and Lessee agree as follows:

- 1. Lessee, any member of the Lessee's household, or a guest or other person under the Lessee's control shall not engage in criminal activity, including drug-related criminal activity, on or near the 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 102 of the Controlled Substances Act (21 U.S.C. 802)).
- 2. Lessee, an member of the Lessee's household, or a guest or other person under the Lessee's control **shall not engage in any act intended to facilitate criminal activity**, including drug-related criminal activity, on or near project Premises.
- 3. Lessee or member of the household <u>will not permit the Premises to be used for, or to facilitate, criminal activity</u>, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- 4. Lessee or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near Premises or otherwise.
- 5. Lessee, any member of the Lessee's household, or a guest or other person under the Lessee's control **shall not engage in act of violence or threats of violence**, including, but not limited to, the unlawful discharge of firearms, on or near the Premises.
- 6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE 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 lease. It is understood and agreed that a single violation shall be good cause for termination of the 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 lease, the provisions of the addendum shall govern.
- 8. This lease Addendum is incorporated into the lease executed or renewed this day between Lessor and Lessee.