

ADDENDUM FOR THE PROHIBITION OF MARIJUANA
Drug-Free/ Crime-Free Policy

This Lease Addendum for the Prohibition of Marijuana (hereinafter "Addendum") is hereby entered into, on the date first identified below, by and between (hereinafter "Owner") and (hereinafter "Resident"), the leaseholder for the Unit known at the residential rental community known as .

1. **Superseding Clause.** This Lease Addendum shall modify the written lease agreement currently existing between Owner and Resident. Where there exist conflicts between this addendum and the lease agreement, the provisions in this Addendum shall supersede and be controlling.

2. **Marijuana.** As of November 2020, Arizona has legalized the use of recreational and medical marijuana permitting persons 21 years of age or older, subject to certain limitations, to lawfully possess, cultivate, and consume marijuana. The Federal Controlled Substances Act (21 U.S.C. §§ 801 et seq.), Marijuana is classified as a Schedule I drug. Under Federal law, possession and/or use of marijuana is illegal in the United States of America. The United States Department of Housing and Urban Development has determined that marijuana use is not a reasonable accommodation under Federal Fair Housing laws. This determination was issued through the "Medical Use of Marijuana and Reasonable Accommodation in Federal Public and Assisted Housing" (January 20, 2011) policy statement.

3. **Prohibition on Marijuana Use.** This Community complies with all Federal regulations and statutes. Owner deems the use of marijuana on the grounds of the community as a violation of applicable Federal law, 33 Ariz. Rev. Stat. § 1368(A), and/or of the Crime-Free Addendum to the lease agreement. Therefore, Owner prohibits the possession and/or use of marijuana on the grounds of this community. Resident hereby acknowledges and agrees that, regardless of possession of a Registry Identification Card:

- i. Resident shall not possess, grow, or use marijuana on the grounds of the community.
- ii. Resident shall not possess, grow, or use marijuana within the leased premises (a.k.a. the dwelling unit).
- iii. Resident shall not permit others to possess or use marijuana while visiting Resident on the grounds of the community.
- iv. Resident agrees that any violation of this Addendum shall be a material and irreparable breach of the Lease and this Addendum giving rise to an immediate eviction through a Special Detainer Action as authorized by A.R.S. § 33-1368(A).

4. **Acknowledgment.** The parties hereby accept the terms of this Addendum.

RESIDENT	DATE	MANAGEMENT	DATE
_____	_____	_____	_____
_____	_____	Its _____	_____
_____	_____	_____	_____
_____	_____	_____	_____