

## CRIME-FREE ADDENDUM TO RENTAL AGREEMENT

In consideration of the execution or renewal of a Rental Agreement of the dwelling unit identified therein, 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 criminal activity, including drug-related criminal activity, on or near the said Premises. "drug-criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of controlled substance (as defined in Section 102 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 the said Premises.
3. Resident or members of the Resident's household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless or whether the individual is engaging in such activity is a member of the household, or a guest.
4. Resident, any member of the Resident's household or a guest, or another person under the Resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving a controlled substance as defined in Health & Safety Code 11350 et seq., at any location, whether on or near the dwelling unit Premises or otherwise.
5. Resident, any member of the Resident's household, or a guest or another person under the Resident's control shall not engage in any illegal activity, including: prostitution as defined in Penal Code 647(b); criminal street gang activity, as defined in Penal Code 186.20 et seq.; assault and battery, as prohibited in Penal Code 240; burglary, as prohibited in Penal Code 459; the unlawful use and discharge of firearms, as prohibited in Penal Code 245; sexual offenses, as prohibited in Penal Code 269 and 288, or any breach of the Rental Agreement that otherwise jeopardizes the health, safety and welfare of the Owner/Agent, or other resident or involving imminent or actual serious property damage.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for termination of the Rental Agreement, unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence.
7. In case of conflict between the provisions of this Addendum and any other provisions of the Rental Agreement, the provisions of this Addendum shall govern.
8. This Addendum is incorporated into the Rental Agreement executed or renewed this day between Owner and Resident.

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner/Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property: \_\_\_\_\_



Your use of any of these forms constitutes your representation that you have counseled with your personal attorney before using the form, and in using the form you are relying on your attorney's counsel and your own investigation, and not on any express or implied representation by SBRPA or any of its officers, directors, employees, or representatives.

Form ADD-005  
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