

CRIME FREE LEASE ADDENDUM

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

Tenant, any member(s) of the tenant's household, or any guest whose acts tenant could reasonably be expected to be aware might occur and did not attempt to prevent to the best of tenant's ability, on the premises:

1. Shall not engage in criminal activity, including drug-related criminal activity on the premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).

2. Shall not engage in any act intended to facilitate criminal activity.

3. Will not permit the dwelling to be used for, or to facilitate criminal activity.

4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substances as defined in A.R.S. 13-3451, on the premises.

5. Shall not engage in any illegal activity, including but not limited to prostitution as defined in A.R.S. 13-3211, criminal street gang activity as defined in A.R.S. 13-105 and A.R.S. 13-2308, threatening or intimidating as prohibited in A.R.S. 13-1202, assault as prohibited in A.R.S. 13-1203, including but not limited to the unlawful discharge of a weapon, on the premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in A.R.S. 33-1368.

6. VIOLATION OF THE ABOVE PROVISIONS BY TENANT, ANY MEMBER(S) OF THE TENANT'S HOUSEHOLD, OR ANY GUEST WHOSE ACTS TENANT COULD REASONABLY BE EXPECTED TO BE AWARE MIGHT OCCUR AND DID NOT ATTEMPT TO PREVENT TO THE BEST OF TENANT'S ABILITY SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY. A single violation of any of the provisions of this added 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 immediate termination of the lease under A.R.S. 33-1377, as provided in A.R.S. 33-1368.

Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.

7. Tenant agrees that Manager or Owner may use any police generated report as direct evidence without objection in any civil court action, including but not limited to eviction.

8. "Premises" includes the dwelling unit and all grounds, areas and existing facilities held out for the use of tenants generally or whose use is promised to the tenant, as provided in A.R.S. 33-1310.

9. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

10. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Manager or Owner and Tenant.

Tenant Signature

Date

Tenant Signature

Date

Owner/Property Manager Signature

Date

Name/Address of Property

TRESPASS CLAUSE

The management reserves the right to prevent access to this property and to remove any persons, other than tenants, including but not limited to: guests, visitors, and random persons deemed objectionable. Objectionable persons include, but are not limited to:

- A. Any person who has been denied residency at this property for reasons of criminal history background, prior evictions unrelated to non-payment of rent, or similar reasons having to do with unacceptable conduct.
- B. Any person who would not qualify to be a resident at this property for reasons other than a non-ability to pay rent.
- C. Any person who has been evicted from this property for reasons other than nonpayment of rent.
- D. Any person who commits criminal activity, causes a disruptive problem, or violates the community rules for the property.
- E. Any person who has committed criminal activity, has caused a disruptive problem, or violated the rules at this property in the past.
- F. Any known gang members or known gang associates.

It is the tenant's responsibility to make sure all guests are aware of and comply with all the community rules.

If a tenant has a guest that is in violation of this clause, the guest will be asked to leave the property and to not return again. The tenant(s) will also be served with the appropriate violation notice. Continual violations of this or any other lease clause by tenant, or any guest whose acts tenant could reasonably be expected to be aware might occur and did not attempt to prevent to the best of tenant's ability, subject the tenant(s) to eviction.

Tenant Signature

Date

Tenant Signature

Date

Owner/Property Manager Signature

Date

Name/Address of Property