

Amendment to Lease for Drug-Free Housing

OWNER AND TENANT AGREE TO AMEND THE LEASE AS FOLLOWS:

1. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity on or near rental community 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. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control SHALL NOT ENGAGE IN ANY ACT INTENDED TO FACILITATE CRIMINAL ACTIVITY, including drug-related criminal activity, on or near the rental community premises.
3. Tenant 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. Tenant or members of the household WILL NOT ENGAGE IN THE MANUFACTURE, SALE, OR DISTRIBUTION OF ILLEGAL DRUGS AT ANY LOCATION, whether on or near the rental community premises or otherwise.
5. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control, SHALL NOT ENGAGE IN THE ACTS OF VIOLENCE OR THREATS OF VIOLENCE, including, but not limited to, the unlawful discharge of firearms, on or near the rental community premises.
6. VIOLATIONS OF THE ABOVE PROVISIONS SHALL BE MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this amendment shall be deemed a serious violation and a material non-compliance 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 the law, proof of the violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of the Amendment and any other provisions of the lease, the provisions of the Amendment shall govern.
8. This lease Amendment is incorporated into the Lease agreement previously executed by the owner and tenant, effective _____.

TENANT SIGNATURE

TENANT SIGNATURE

TENANT SIGNATURE

OWNER/MANAGER/PROPERTY AGENT SIGNATURE

DATE