

CRIME FREE LEASE ADDENDUM

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

1. Resident, any member 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, or on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sale, distribution or use of a 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 activity, on or near the said premises.
3. Resident or member 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. 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 of a controlled substance as defined in A.R.S. 13-3402 at any locations whether or 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 A.R.S. 13-3211, criminal street gang activity as defined in A.R.S. 13-105 and 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 firearms on or near the dwelling unit 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 serious property damage as defined in A.R.S. 33-1368.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A **single violation** of any 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 prohibited 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 Owner and Resident.

Resident Signature

Date

Owner/Landlord Signature

Date

Property Address

ADDENDUM TO THE LEASE AGREEMENT DATED _____ FOR PROPERTY:

This Addendum is to be considered a part of the lease agreement referred to above.

Every effort has been made to prepare this property so that it is in excellent living condition. Upon review of the property after the tenant vacated, the owner agrees to return the tenant's entire security deposit and the refundable portion of the cleaning deposit as stated in the lease if:

1. The tenant has not left any grease or oil stains on the driveway, garage floor or sidewalk (such stains are extremely difficult and expensive to remove.) If stains have been left, the tenant will be charged for their removal. (If stains are noted at any time during occupancy they will be professionally removed at that time and the tenant will make payment for the cost as part of the following month's rent.)
IF YOUR CAR LEAKS OIL, PLEASE KEEP IT OFF THE PROPERTY AT ALL TIMES OR TAKE EFFECTIVE PRECAUTIONARY MEASURES.
2. The tenant has cleaned/maintained the house and surrounding grounds so the property is in condition to be rented to the next tenant and there is no damage that requires the owner to hire anyone to repair or replace damaged or broken items.
3. All debris and personal articles inside and outside the house have been removed when the tenant has vacated the property.
4. The property has been kept free of weeds, litter and pet waste and the lawn has been properly maintained/watered (the cost to correct any deterioration in the grounds that are noted during occupancy will be charged to the tenant as part of the next month's rent.)

There may be some defects which are minor or cannot be reasonably corrected prior to the tenant moving in, therefore it is important that the tenants prepares a list which indicates any defects that might be present. This list must be submitted during the first month of occupancy. Anything not included in this list will be assumed to be in proper working order and free of any defect.

In addition, the provisions listed below also apply:

1. The premises is covered by a home warranty. Tenants shall be responsible for notifying the owner of any needed repairs and paying the cost of the service call, not to exceed \$50.
2. If the tenant breaks the lease he/she will be charged on a prorated basis for the expense incurred by the owner for the real estate broker's fee in listing and renting the property to the tenant. The prorated fee for this lease is \$_____ per day.
3. Molly screws in walls or ceilings are prohibited.
4. Nails or screws are not to be installed through any wallpaper surfaces.
5. Repairs, painting or wallpapering without written consent of the owner are prohibited.

Any violation of the provisions in this addendum or in the lease will be a cause for termination of the lease at the option of the owner and be cause for forfeiture of the security deposit.

Owner signature

Date

Tenant signature

Date