

CRIME FREE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the Lease, Lessor and Lessee agree as follows:

1. Lessee, any member of the Lessee's household or a guest or other person under the Lessee's control shall not engage in criminal activity, including but not limited to drug-related criminal activity, theft, battery and other violent crime, arson, sex crime, etc., regardless of whether or not the crime is committed on premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 102 of the controlled Substance Act 21 U.S.C. 802). Criminal activity will be considered as occurred if Lessee, any of the Lessee's household members, or a guest or other person under the Lessee's control is: considered under reasonable suspicion, arrested, formally charged, and/or incarcerated.

2. Lessee, any member of the Lessee's household or a guest or other person under the Lessee's control shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity.

3. Lessee 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. Lessee, any member of the Lessee's household or a guest or other person under the Lessee's control, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance, as defined in I.C. 35-489, at any location whether on or near the dwelling unit, premises or otherwise.

5. Lessee, any member of the Lessee's household or a guest or other person under the Lessee's control, shall not engage in any illegal activity, including prostitution, as defined in I.C. 35-45-4-2, criminal street gang activity as defined in I.C.35-45-9-1, threatening or intimidating as prohibited by I.C.35-45-2-1, battery at prohibited in I.C.35-45-2-1, including but not limited to the unlawful discharge of firearms, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenants or involving imminent or actual serious property damage.

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 provision of this added addendum shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that a single violation shall be good cause for immediate termination of the lease. 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 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 Lessor and Lessee herein referenced by lessor (as owner) and lessee.

Lessee's Signature

Date

Lessee's Signature

Date

Lessee's Signature

Date

Property Manager's Signature

Date



We encourage and support the nation's affirmative housing program in which there are no barriers to obtaining housing because of race, color, religion, sex, national origin, handicap or familial status.

