## CRIME FREE LEASE ADDENDUM

As part of consideration for lease of the dwelling unit identified in the lease, Resident agrees as follows:

- 1. Resident and Resident's Occupants, whether on or off of the property; and Resident's and Resident's Occupant's guests and invitees, are prohibited from:
- a. Engaging in any criminal activity, including drug related criminal activity, on or off the said premises. Drug related criminal activity shall mean the illegal manufacture, sale, distribution, use, possession and possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance, as defined by Texas Law.
- b. Engaging in any act intended to <u>facilitate criminal activity</u> or <u>permitting the dwelling unit to be used for criminal activity</u>, as defined by Texas law.
- c. Engaging in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substances, as defined by Texas Law, at any locations, whether on or off the dwelling unit premises or otherwise.
- d. Engaging in any illegal activity, including, but not limited to prostitution, criminal street gang activity, threatening or intimidating, assault, including but not limited to the <u>unlawful discharge of a weapon</u>, on or near the dwelling unit premises, or <u>any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or <u>other tenant or involving imminent or actual serious property damage</u>, as defined by Texas Law.</u>
- 2. <u>VIOLATION OF ANY ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE</u> <u>VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY</u>. A single violation of any of the provisions of this addendum shall be deemed a serious, material and irreparable noncompliance. It is understood that a <u>single violation shall be good cause for immediate termination of the lease</u> under Texas Property Code, Section 91.001, subsection (e). <u>Proof of such a violation shall not require a criminal conviction</u>, but shall only require a preponderance of the evidence.
- 3. Resident hereby authorizes property management/owner to use police generated reports against Resident for any such violation as reliable direct evidence, and/or as a business record as a hearsay exemption, in all eviction hearings.
- 4. In case of conflict between the provisions of this addendum and any provisions of the lease, the provisions of this addendum shall govern.
- 5. Resident also agrees to be responsible for the actions of Resident's occupants, Resident's guests and invitees, and Resident's occupants, guests and invitees, regardless of whether Resident knew or should have known about any such actions. A guest or invitee shall be anyone who Resident or Resident's occupant gives access to or allows on the premises or in the rental unit.

Landlord/Manager and Resident/Lessee.			
Resident Signature	Date	Apt. #	
Resident Signature	Date	Apt. #	

Date

6. This LEASE ADDENDUM is incorporated into the lease or renewal thereof, executed or renewed at anytime between

**Desert Shadows Apartments** 

Property Manager/Leasing Agent

Name of Property