CRIME FREE ADDENDUM

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

Resident, any members of Resident’s household, guest or other affiliated person as defined herein shall not engage in any act which is intended to facilitate any illegal or criminal activity. “Criminal Activity” is (1) as defined under Federal law, including but not limited to the Controlled Substances Act, 21 USC 802, or (2) as defined in Title 18 CRS, or (3) as defined under local laws, or (4) as defined as “Criminal Activity” in this Crime Free Addendum. Resident shall also not permit the premises to be used for Criminal Activity, which includes any conduct that has the potential for becoming Criminal Activity, and shall not allow others who engage in any criminal activity to reside in or visit the Leased premises or surrounding Community. Furthermore, Resident understands that Owner has the right to prohibit criminal activity by Resident or another occupant or guest, whether it occurs at the property or at some other location, and agrees to comply with this Addendum, as a material condition of Resident’s continued occupancy, as well as expressly agrees that Owner has the right to bar any person who commits or facilitates any Criminal Activity as defined herein or under applicable law. Resident further warrants that no occupant or guest in the premises is a lifetime registered sex offender and that all occupants/guests meet the criminal screening requirements of the Owner. Resident agrees that Owner may terminate the Lease on three (3) days’ notice, if Owner determines that a registered sex offender occupies or visits the property at any time, or determines that Resident or other occupant/guest does not meet the criminal screening policies of the Owner, a copy of which has been provided to Resident. Resident agrees that Owner shall have the right, but not the obligation, to test for methamphetamine or other illegal substance in and around the premises, as Owner deems necessary, in Owner’s sole discretion and Resident shall cooperate with such testing. Resident waives any expectation of privacy. Owner/agent shall cooperate with law enforcement at all times, including providing Resident’s documentation upon request.

“CRIMINAL ACTIVITY” DEFINED. Criminal Activity specifically includes, but is not limited to, any unlawful possession, use, manufacture, sale, distribution, keeping, giving or growth of any “Controlled Substance” as defined under federal, state or local law; possession of any drug paraphernalia, any sex crime, sexual offender crime, street gang activity, unlawful possession or discharge of firearms, stalking, any crime that has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another, and/or any intimidation, threats or harassment of any person. Resident agrees that NO CONTROLLED SUBSTANCE OF ANY KIND IS ALLOWED, including but not limited to marijuana, marijuana concentrate, oils or derivatives, cocaine, methamphetamine, or any other illegal drug, regardless of amount (and regardless of whether or not manufacture, growth, sale, distribution, use or possession of said drug is considered criminal under state or local law) if it violates Any applicable law. Resident agrees that any Criminal Activity as defined in this Addendum or at law includes any act which endangers the person and willfully and substantially endangers the property of Owner, co-residents, and/or other Persons, and also includes any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the Owner, their agent, or the Resident, or guest or that which involves imminent or actual serious property damage. Any such Criminal Activity constitutes a Substantial Violation under this Addendum and/or at law. Criminal Activity is prohibited, whether or not such conduct occurs in Resident’s unit. This Addendum shall be construed broadly, to include all types of Criminal Activity, including but not limited to violation of any provision of CRS Title 18. Resident shall both abstain from any criminal activity and proactively make efforts to prevent Criminal Activity by any other Persons. Resident shall immediately notify law enforcement when Resident first learns of any Criminal Activity or Substantial Violation as defined by this Addendum. Resident shall cooperate with law enforcement and the Owner with regard to same, and shall be responsible for the conduct or actions of Resident, as well as any affiliated Persons (which includes co-occupants, guests, invitees, licensees or any other persons present in the property as a result of Resident’s tenancy) regardless of knowledge on Resident’s part. Resident shall make all co-occupants, guests and/or any other affiliated persons aware of Resident’s obligations, agreements, and duties under this Addendum. In defense of any eviction action (based on violation of this Addendum), Resident agrees not to claim he/she did not know any affiliated person was in violation of this Addendum.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE CONSIDERED A MATERIAL AND IRREPARABLE

VIOLATION OF THE LEASE AGREEMENT AND SUFFICIENT CAUSE FOR IMMEDIATE TERMINATION OF

TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation, as outlined above, shall be considered sufficient cause for immediate termination of the lease and notice of such termination shall be given in accordance with Article 40-107.5 of Title 13, C.R.S, which shall be a 3 day Notice to Quit. No other notice shall be required. Proof of violation/breach of this agreement resulting in a termination of the lease shall not require criminal charge or conviction, but shall require only a showing by a preponderance of the evidence. In case of a conflict between the provisions of this lease addendum and any other provisions of the lease, the provisions of this addendum shall govern. Should any provision of this Lease Addendum be declared invalid by any Court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect regardless of such declaration. This Lease Addendum is incorporated into the lease, executed or renewed on the date set forth below.

Passage of Amendment 64 in no way changes this property’s position on this issue. This is private property and Landlord expressly bans illegal drugs which violate the Federal Controlled Substances Act, including marijuana.

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| Owner/Property Manager Date   |   |  Resident(s) Date  |
| Form- Crime Free Addendum  |   | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| SBWP revised 8.2019  |   |  Resident(s) Date  |