

CRIME FREE/DRUG FREE RENTAL ADDENDUM

IT IS THE INTENTION OF THE MANAGEMENT AND OF THE RESIDENT TO HAVE A CRIME-FREE AND DRUG-FREE RESIDENCE. THEREFORE:

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

Drug-related criminal activity is strictly prohibited. Criminal activity is also prohibited. These activities are prohibited within the dwelling unit, near the dwelling unit, or upon the property controlled by the management, which includes the parking area, ingress and egress areas, and all other common areas. *Drug-related criminal activity or criminal activity is a material breach of the rental agreement and is CAUSE FOR TERMINATION OF THE TENANCY.*

Drug-related criminal activity includes, but is not limited to, any behavior which violates the Uniform Controlled Substance Act of the Revised Code of Washington (RCW 69.41, 69.51, 69.51A, 69.52) or the Federal Controlled Substance Act (21 USC 802).

1. Drug-related criminal activity includes, but is not limited to: the manufacturing, distribution, possession, storage, possession with intent to manufacture, or dispensing of a controlled substance or a counterfeit substance. Drug-related criminal activity may also include the attempt to manufacture, distribute, or possess a controlled substance or counterfeit substance. Drug-related criminal activity may also include the possession or storage of materials known as "precursors," that is, materials used to manufacture or used in the attempt to manufacture controlled substances.

2. Criminal activity includes, but is not limited to the following behavior: prostitution (RCW 9A.88); criminal street gang activity (RCW 9A.84); threatening or intimidating others (RCW 9A.46); assault (RCW 9A.36 and 9A.44) the unlawful use of a firearm or other weapon (RCW 9.41); damage to property (RCW 9A.48); theft of property (RCW 9A.56); burglary or car prowls (9A.40); or any other nuisance-type activities.

3. It shall also be a material breach of the lease agreement if there is behavior that otherwise violates the lease agreement or if there is behavior that jeopardizes the health, safety and welfare of the landlord, his agent or others living or visiting the property.

4. The management and resident agree that the resident is responsible for his or her own behavior, the behavior of any member of the resident's household, or guest or any other person the resident has control over, or should reasonably have control over.

5. It shall be a material violation of the rental agreement if any of these described persons commit a crime, attempt to commit a crime or help others commit a crime either within the residence or upon the property controlled by management, or if the dwelling unit is used by anyone to engage in any prohibited behavior.

6. A single violation of any provisions of this addendum shall be deemed a serious and material violation of the lease agreement and shall cause the immediate termination of the lease. There is no "good cause" requirement in Washington for lease terminations. A criminal conviction is not required as proof of violation. Proof of violation by a preponderance of the evidence is required. The process for termination and or eviction shall be controlled by the Revised Code of the Washington.

7. In case of conflict between the provisions of this addendum and the lease, the provisions of the addendum shall govern.

The ADDENDUM is incorporated into the lease upon execution by the resident and management upon initial leasing of the dwelling unit or upon renewal of the lease.

Resident's Signature: _____ **Date:** _____

Resident's Signature: _____ **Date:** _____

Property Manager's Signature: _____ **Date:** _____