

CRIME FREE HOUSING ADDENDUM

Resident(s): _____

Address: _____

THIS CRIME-FREE HOUSING ADDENDUM was made and entered into on this _____ day of _____, _____, by and between _____ Apartments, hereinafter referred to as "Landlord" and _____, hereinafter referred to as "Resident"; and

WHEREAS, this addendum shall be make a part of the residential lease agreement signed between the parties concerning the premises noted above; and

WHEREAS, the Landlord and Resident fully intend to be bound by this Addendum; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the Landlord and the Resident hereby agree as follows:

- a. The Resident, any member of the Resident's household, or a guest or other person under the Resident's control, shall not engage in or facilitate criminal activity on or near the property, including, but not limited to, violent activity or drug-related criminal activity.
- b. The Resident or any member of the Resident's household shall not permit the dwelling unit to be used for, or facilitate, criminal activity, including, but not limited to, violent criminal activity or drug related criminal activity.
- c. "Violent criminal activity" means any felonious criminal activity that has one of its elements the use, attempted use or threatened use of physical force against the person or property of another.
- d. "Drug related criminal activity" means the illegal manufacture, sales, distribution, or use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act.
- e. Resident, any member of the Resident's household, a guest or other person affiliated in any way with the resident, shall not engage in any illegal activity including prostitution, criminal street gang activity, threats or intimidation, assault, including, but not limited to the unlawful possession or discharge of Firearms or illegal weapons on or near the premises, or any other violation of the criminal statutes of the State of Florida or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, their agent, other Resident, or guest or that which involves imminent or actual serious property damage.
- f. Resident represents that neither Resident nor any occupant of the Apartment has ever been convicted of any felony or misdemeanor involving sexual misconduct or controlled substance, and that to the best of Resident's knowledge, neither Resident nor any occupant of the apartment is the subject of a criminal investigation or arrest warrant. Resident hereby further represents that neither Resident nor any occupant of Residents apartment has any criminal charges of a sexual nature pending adjudication at this time. **Resident agrees that Landlord may terminate this lease if it ever comes to the attention of the Landlord that Resident has been convicted of any sexual criminal activity or placed on probation with adjudication withheld at any time prior to becoming a Resident or during Resident's tenancy at the apartment community.** Resident authorizes Landlord to perform a criminal background investigation of the Resident or any occupant of the apartment in the event the Landlord, in its sole discretion, has reason to believe that the Resident or any occupant has engaged in or is engaging in criminal activity in the apartment or at the apartment community.
- g. One or more violations of this clause constitutes a substantial violation of the lease and a material noncompliance with the lease for which the Resident shall not be given the opportunity to cure. Any such violation is grounds for termination of tenancy and eviction from the unit.
- h. Proof of violation shall be by a preponderance of evidence, unless otherwise provided by law. In case of any conflict between the provisions of this clause and any other provisions of this lease, the provisions of this clause shall govern.

Dated this _____ day of _____, 2002.

Resident

Authorized Agent for Landlord

Resident