

**LEASE ADDENDUM FOR DRUG-FREE AND CRIME-FREE HOUSING AND
TENANT COMPLIANCE WITH MOORHEAD'S TRESPASS ORDINANCE (98-3)**

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

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in illegal activity, including drug-related illegal activity, on or near the said premises. "Drug-related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]) or possession of drug paraphernalia.

2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate illegal activity, including drug-related illegal activity, on or near the said premises.

3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate illegal activity, including drug-related illegal activity, regardless of whether the individual engaging in such activity is a member of the household. Resident agrees and understands that the resident is precluded from inviting onto the premises any person to whom a trespass notice has been issued under the Moorhead City Ordinance #98-3 by the resident, property owner or owner's authorized representative or a police officer.

4. Resident or members of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit premises or otherwise.

5. Resident, any member of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the landlord, his agents or tenants.

6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.**
A single violation of any of the provisions of this added addendum shall be deemed a serious

It is understood and agreed that a <u>single</u> violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation <u>shall not require criminal conviction</u> , but shall be by the preponderance of the evidence.

violation and material non-compliance with the lease.

7. In case of conflict between the 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 Owner and Resident.

Resident Signature

Resident Signature

Resident Signature

Resident Signature

Property Manager/Owner Signature

Date: _____

Resident(s) acknowledge receipt of this addendum by signature of this document.

Revised 4/1/99