LEASE ADDENDUM FOR CRIME FREE AND DRUG FREE HOUSING

Whereas, Tenant and Landlord desire to add the following terms and conditions to that certain lease dated _____, between _____ ("Tenant"), and _____ ("Landlord"), for the premises known as _____,

Tenant and Landlord agree as follows:

1. Tenant, any member of the Tenant's household, any guest of Tenant, or any other person under Tenant's control or about the premises with Tenant's knowledge or consent (collectively "persons") shall not engage or facilitate any criminal activity on, or near the premises, including but not limited to, any violent criminal activity or any drug related criminal activity (collectively "criminal activity" or "substantial violation" interchangeably). The Tenant or any other persons shall not permit the premises to be used for or to facilitate criminal activity. Tenant agrees and acknowledges that Tenant has an affirmative duty to abstain from any criminal activity and to prevent criminal activity by any other persons including but not limited to immediately notifying a law enforcement officer at the first sign of Tenant's knowledge of the criminal activity which constitutes any substantial violation agreed to in this addendum or at law (collectively "substantial violation"), and cooperating with law enforcement with respect to the substantial violation. For the purpose of this addendum, criminal activity also includes any activity or conduct by any person which a reasonable person would conclude has the potential for escalating into or becoming criminal activity. Tenant agrees that tenant's affirmative duty extends to being responsible for the conduct and actions of all persons regardless of any culpability or knowledge on Tenant's part, that Tenant's affirmative duty extends to making all persons aware of Tenant's obligations, covenants, and duties under this Addendum, and that Tenant's duties extend to all conduct whether or not such conduct occurs in Tenant's unit. Tenant may not assert as a defense in any eviction action against Tenant based on violation of this Addendum that Tenant did not know any person, occupant or guest was in violation of this Addendum.

2. Not limiting the broadest possible meaning as defined in this Addendum or at law, violent criminal activity also includes but is not limited to any criminal activity that has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another. Not limiting the broadest possible meaning as defined in this Addendum or at law, drug related criminal activity means the manufacture, sale, distribution, use or possession of a controlled substance, as defined by C.R.S. §12-22-303, or defined by any other law, and also includes the manufacture, sale, distribution, use or possession of marijuana, marijuana concentrate, cocaine or any other illegal drug regardless of amount, and regardless of whether or not manufacture, sale, distribution, use, or possession of said drug is a misdemeanor or a felony. Tenant and Landlord agree that any criminal activity as defined in this Addendum or at law is an act which endangers the person and willfully and substantially endangers the property of Landlord, co-tenants, persons living on or near the premises, and that such criminal activity constitutes a substantial violation under this Addendum or at law.

3. One or more violations of this Addendum by Tenant constitutes a substantial violation of the Lease and material non-compliance with the Lease. Because Tenant and Landlord agree that a violation of this Addendum constitutes a substantial violation, Tenant waives any and all legal rights of any kind whatsoever to claim or insist that Landlord must first serve Tenant with a demand for compliance or possession in order to initiate an eviction action against Tenant for recovery of the premises. Upon any violation if this Addendum by Tenant, Landlord may terminate Tenant's right to occupancy all without terminating the lease or Tenant's obligation to pay rent as set forth in the Lease at Landlord's election. Landlord's termination of Tenant's right to occupancy shall be effective with right of eviction upon three days notice to quit. Unless required by law, Landlord shall not be required to serve any other notices upon tenant in order to terminate Tenant's right of possession. Proof of the violation of this Addendum shall be by a preponderance of the evidence, unless otherwise provided by law. In case of any conflict between the provisions of the Lease and this Lease Addendum, the provisions of this Lease Addendum shall govern. This Lease Addendum is incorporated into the Lease executed or renewed between the Landlord and the Tenant.

_____		_____	
Tenant	Date	Landlord/Agent for Landlord	Date

Courtesy of Hopkins Tschetter Sulzer P.C.
For More Information Call 303.766.8004