

CRIME FREE ADDENDUM TO RENTAL AGREEMENT

In consideration of the execution of or renewal of a lease of the unit identified in the rental agreement, the parties agree as follows:

1. Tenant, any members of the tenant's household or a guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. Drug- related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act {21 U.S.C. 802}).
2. Tenant, any member of the tenant's household or a guest of other person under the tenant's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.
3. Tenant, any member of the household or guest, will not permit the unit to be used for, or to facilitate, criminal activity, including drug-related, regardless of whether the individual engaging in such activity is a member of the household or guest.
4. Tenant, any member of the tenant's household or guest, or another person under the tenant's control, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined in Texas Health and Safety Code sec 481 and Federal Law, at any locations, whether on or near the premises or otherwise.
5. Tenant, any member of the tenant's household, or a guest or another person under the tenant's control shall not engage in any illegal activity, including prostitution, as defined in Texas Penal Code 43.02, threatening or intimidating as prohibited in Texas Penal Code 22.07, assault (including sexual assault) as prohibited in Texas Penal Code section 22. including but not limited to the unlawful discharge of firearms, on or near the premises or any breach of the rental agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the rental agreement. Unless otherwise provided by law, proof of violation **shall not require criminal conviction** but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the rental agreement, the provisions of the addendum shall govern.
8. Tenant hereby authorizes Landlord to use all police generated reports as direct evidence in all eviction hearings and trials for violation of this addendum.
9. Resident authorizes owner/agent to run criminal background checks and/or credit checks at any time before, during or after the tenancy.
10. This **ADDENDUM** is incorporated into the rental agreement executed or renewed this day between Landlord and Resident. Tenant acknowledges that if the lease is terminated all rental concessions were become due and owing and that the tenant will be liable for lease-break fees and all rent due for the remainder of the lease term.

DATED THIS _____ day of _____, 20_____

LANDLORD:

RESIDENT:
