

121 WEST CHURCH STREET
PO BOX 951
LOCK HAVEN, PA 17745
PH: 570-748-8550 FX: 570-748-6401



LEASE ADDENDUM FOR CRIME AND DRUG FREE HOUSING

This is an Addendum to the Lease dated _____ by and between Davis Real Estate, Inc., Agent for Owner, hereinafter known as “Agent,” and _____ hereinafter known as “Resident” for the premises known as _____.

Tenant and Davis Real Estate, Inc. (Agent) agree as follows:

1. Recreational marijuana use is illegal in Pennsylvania at this time. Pennsylvania and federal law give us the right to prohibit it. Marijuana use, possession, and / or growing is prohibited and violators will be evicted.
2. 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”) will not engage 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 will 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 that 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 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. The use, distribution, or growing of medical marijuana will not be allowed.
3. 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, or intimidation against the person or property 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, C.R.S. §12-22-303, or defined by any other law, state of federal, 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 felony. Tenant and Agent 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 Agent, co-tenants, persons living on or near the premises, and that such criminal activity constitutes a substantial violation under this Addendum or at law.

4. One or more violations of this Addendum by Tenant constitute a substantial violation of the Lease and material non-compliance with the Lease. Because Tenant and Agent 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 Agent 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 of this Addendum by Tenant, Agent 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 Agent's election. Agent's termination of Tenant's right to occupancy will be effective with right of eviction upon three days notice to quit. Unless required by law, Agent will 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 will 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 will govern. This Lease Addendum is incorporated into the Lease executed or renewed between the Agent and the Tenant.

YOU ARE LEGALLY BOUND BY THIS AGREEMENT. PLEASE MAKE SURE YOU READ AND UNDERSTAND IT.

THIS FORM HAS NOT BEEN APPROVED BY THE PENNSYLVANIA REAL ESTATE COMMISSION. IT WAS PREPARED BY DAVIS REAL ESTATE, INC. & REAL ESTATE'S LGAL COUNSEL.

_____ Tenant / Resident (Print)	_____ Tenant / Resident (Signature)	_____ Date
_____ Tenant / Resident (Print)	_____ Tenant / Resident (Signature)	_____ Date
_____ Tenant / Resident (Print)	_____ Tenant / Resident (Signature)	_____ Date

_____ Davis Real Estate, Inc. (Agent for Owner)	_____ Date
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By _____