

LEASE ADDENDUM TO APPLICATION

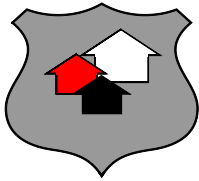
Lease addendums are a vital part of the Stockton Crime Free Multi-Housing Program in an effort to keep illegal activity off rental property. A lease addendum is a civil contract between a landlord and tenant whereby the rental applicant agrees prior to tenancy to abide by the rules of the community and not to participate in or allow criminal activity to occur on or near the property. The crime free lease addendum is one of the tools used to make this program successful.

The Crime Free Lease Addendum was developed to give reasonable notice to new residents (at the time they enter into the rental agreement) about activities or behaviors that contradict community rules, regulations, lease agreements or state statutes. Many states have begun to adopt their own versions of the Crime Free Lease Addendum into their own Landlord and Tenant Acts.

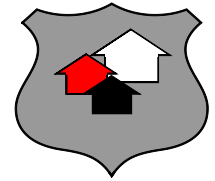
To qualify as a program participant you must utilize the Crime Free Lease Addendum and it must be signed by anyone listed on the lease.

- You may want to attach the lease addendum to the top of each application you provide to a prospective tenant(s) so they have a chance to read it BEFORE completing the rest of the application. It is important that you are consistent in this practice with everyone interested in renting at your community. Letting your prospective tenants know up front that you utilize the addendum and also do background checks may help save time and possible problems in the future.
- You may consider having prospective tenant(s) initial the form, indicating they have read it while you are waiting for the application and background checks to be completed.

If the application and background checks are clear and you extend the invitation to rent, you must have them formally sign the document.



CRIME FREE LEASE ADDENDUM



As part of the consideration for lease of the dwelling unit identified in the lease, Resident agrees as follows:

1. Resident and Resident's Occupants whether on or off of the property; and Resident and Resident's Occupant's **guests and invitees**, are prohibited from:

- a. Engaging in any criminal activity, including drug-related criminal activity, on or off the said premises. Drug related criminal activity shall mean the illegal manufacture, sale, distribution, use, possession and possession with intent to manufacture, sell, distribute, or use of an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
- b. Engaging in any act intended to facilitate criminal activity or permitting the dwelling unit to be used for criminal activity.
- c. Engaging in the unlawful manufacturing, selling, using (being under the influence of), storing, keeping or giving of an illegal or controlled substance as defined in Health and Safety Code 11350, 11351, 11377, 11378, 11550, and 11379.6, at any locations, whether on or off the dwelling unit premises.
- d. Engaging in any illegal activity, including, but not limited to: prostitution as defined in Penal Code 647(b); criminal street gang activity as defined in Penal Code 186.22 et seq.; threatening or intimidating as prohibited in Penal Code 422; assault and battery as prohibited in Penal Code 240/242; including but not limited to the unlawful discharge of a firearm as prohibited in Penal Code 245; burglary as prohibited in Penal Code 459; possession of stolen property as prohibited by Penal Code 496; sexual offenses as prohibited in Penal Code 269 and 288, on or off the dwelling unit premises, or any breach of the lease 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, as defined in California Civil Code.

2. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious, material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Proof of such a violation shall not require a criminal conviction, but shall only require a preponderance of the evidence.

3. Resident hereby authorizes property management/owner to use police generated reports against Resident for any such violation as reliable direct evidence, and/or as business records as a hearsay exception, in all eviction hearings.

4. In case of conflict between the provisions of this addendum and any provisions of the lease, the provisions of this addendum shall govern.

5. Resident also agrees to be responsible for the actions of Resident's occupants, Resident's guests and invitees, and Resident's occupant's guests and invitees, regardless of whether Resident knew or should have known about any such actions. A guest or invitee shall be anyone who Resident or Resident's occupant gives access to or allows on the premises or in the rental unit.

6. This Lease Addendum is incorporated into the lease or renewal thereof, executed or renewed at any time between Landlord/Manager and Resident/Lessee.

Resident's Signature

Date

Resident's Signature

Date

Property Manager's Signature/Property Name

Date