

ADDENDUM TO RENTAL CONTRACT

DRUG-FREE HOUSING

In consideration of the execution or renewal of a Rental Contract of the dwelling unit identified in the Rental Contract, Owner and Tenant agree as follows:

- 1. Tenant, any member of the tenants' household, guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near project 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 Substances Act [21 U.S.C. 802]).
2. Tenant, any member of the tenants, household, or a guest or 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 project premises.
3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenant or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near project premises or otherwise.
5. Tenant, any member of the tenant's household, guest or other person under the tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the Rental Contract. It is understood and agreed that a single violation shall be good cause for termination of the Rental Contract. 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 Contract, the provisions of the addendum shall govern.
8. This Rental Contract Addendum is incorporated into the Rental Contract executed or renewed this day between Owner and Tenant.

Tenant 1 _____

Date: ___/___/___

Tenant 2 _____

Date: ___/___/___

Tenant 3 _____

Date: ___/___/___

Landlord _____

Date: ___/___/___

This month we have featured above a sample "Drug Free Addendum", submitted by one of our regular Q & A contributors - David (FL). Thanks David.

This is just one sample form used by one landlord. On this website, we make available a collection of 150 Rental Forms on all aspects of rental property management. To see a complete list of the rental forms available on this site, click here.

David(FL) and is wife are just two of the hundreds of landlords who will be joining us this December on the upcoming Landlord Getaway Cruise Conference. This year the cruise conference will be held December 11-18, 2005 for seven full days (and nights) of learning, networking and fun. To see all the Cruise details, click here.