

**LEASE ADDENDUM FOR DRUG FREE HOUSING**

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

1. Tenant, any members of Tenant’s household, any guest, and any other person under Tenant’s control shall not:
  - a. Engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or other persons residing in the immediate vicinity of the premises, including management staff;
  - b. Engage in any drug-related criminal activity on or off the premises. “Drug-related criminal activity” means the illegal use, manufacture, selling, or distribution of a controlled substance, or possession with the intent to use, manufacture, sell, or distribute a controlled substance (as defined in Section 102 of the Controlled Substance Act-21 U.S.C. 802);
  - c. Illegally use any drug;
  - d. Engage in a pattern of illegal use of a drug or alcohol abuse which interferes with the health, safety or right to peaceful enjoyment of the premises by other residents;
  - e. Engage in any violent criminal activity on or near the premises;
  - f. Engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near project premises; and,
  - g. Permit the dwelling to be used for or to facilitate, criminal activity, including drug-related criminal activity.
  
2. Owner will evict Tenant and Tenant’s household if any member of the household is fleeing to avoid prosecution, custody, or confinement for a crime that is a felony under the laws of the place from which the individual is fleeing.
  
3. Owner will evict Tenant and Tenant’s household if any member of the household is violating a condition of probation or parole imposed under Federal or State law.
  
4. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Lease Addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of a violation shall not require criminal conviction, but shall be by the preponderance of the evidence.
  
5. In the case of a conflict between the provisions of this Addendum and any other provision of the lease, the provisions of this Addendum shall govern.
  
6. This Lease Addendum is incorporated into the lease executed or renewed on this day.
  
7. I understand by signing this document I give the Bloomington Housing Authority permission to obtain information from any persons and/or agencies regarding any issues involving illegal drugs. I understand this permission will remain in effect for the duration of time I am receiving assistance through HUD for my housing needs.

Head of Household:\_\_\_\_\_

Date:\_\_\_\_\_

Other Adult Member:\_\_\_\_\_

Date:\_\_\_\_\_

Landlord:\_\_\_\_\_

Date:\_\_\_\_\_