CRIME FREE LEASE ADDENDUM

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

1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near 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. Resident, any member of the resident's household or guest or other person under the resident'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. Resident or members of the household will not permit the dwelling unit to be used for, or 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. Resident, any member of the resident's household or a guest, or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance or marijuana at any locations, whether on or near the dwelling unit premises or otherwise.

5. Resident, any member of the resident's household, or guest or another person under the resident's control shall not engage in any illegal activity including prostitution, criminal street gang activity, threatening, intimidating or stalking, assault, the unlawful discharge of firearms, on or near 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.

6. **VIOLATION 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 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 lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by substantial evidence of the type reasonably relied upon by property managers in the usual and regular course of business.

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

8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

CITY OF ROCHESTER ORDINANCE # 38.152

It is the responsibility of owner/landlord/management to see that person occupying the licensed property conduct themselves in a manner as not to cause the property to be disorderly. For purposes of this ordinance a property is disorderly when any of the following activities occur:

R.C.O. Sec 34.20-34.27 Overcrowding

R.C.O. Sec 85.01 Prostitution

R.C.O. Sec 85.02 Indecent Conduct

R.C.O. Sec 85.04 Participation in Disorderly House

R.C.O. Sec 85.10 Loud Parties, gatherings or other unnecessary loud noises

M.S. Sec 97B.021, 97B.0454, 609.67, 624.712-624.716 Unlawful possession, transportation, sale, or use of weapon

M.S. Sec 152.01-152.025, 152.027 Subd. 1 & 2 Unlawful possession of controlled substances

M.S. Sec 340A.401 Unlawful sale of alcoholic beverages

M.S. 609.221, 609.222, 609.223, 609.2231, and 609.223 Prohibits assaults, except domestic assaults that are the same as defined by state law, and are not included herein.

M.S. Sec 609.72 Disorderly Conduct

M.S. Sec 609.75-609.76 Gambling

M.S. Sec 617.23-617.299 Obscenity

R.C.O. Section 38.152 Subd 8 specifically states: **"All written leases for licensed premises executed after August 31, 1995, shall contain a clause providing that conduct which would be violation of Subd. Shall constitute both a material breach of the lease and grounds for termination of such lease."**

LEASE ADDENDUM

I (we) acknowledge receipt of and have read the City of Rochester Code that is related to noise and other police calls to the apartment.

I (we) accept responsibility for myself (ourselves), children, and guests.

Management acknowledges that this is not a complete reproduction of the City Ordinance and that relevant information (as seen by Management) has been extracted for use in this lease addendum.

_____ DATE_____
Resident Signature

_____ DATE_____
Resident Signature

_____ DATE_____
Property Manager's/Owner's Signature

Property Address: _____