
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

Conventional Housing Program

Crime Free Lease Addendum

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

1. Resident, any member of the resident's household, guest, or other person under the resident's control shall not engage in criminal activity on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sales, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance.
2. Resident, any member of the resident's household 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 DEWELLING 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. Resident, any member of the resident's household, a guest, or another person under the resident's control SHALL NOT ENGAGE IN THE UNLAWFUL MANUFACTURE, SELLING, USING, STORING, KEEPING, OR GIVING OF A CONTROLLED SUBSTANCE AT ANY location, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household, a guest, or another person under the resident's control SHALL NOT ENGAGE IN ANY ILLEGAL ACTIVITY, INCLUDING PROSTITUTION, CRIMINAL STREET GANG ACTIVITY, THREATENING OR INTIMIDATING, ASSAULT, including but not limited to 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 SERIOUS PROPERTY DAMAGE.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any provisions of this added addendum shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that a single violation shall be good cause for IMMEDIATE TERMINATION OF THE LEASE, UNLESS OTHERWISE PROHIBITED 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 lease, the provisions of the addendum shall govern.
8. The LEASE AGREEMENT is incorporated into the lease executed or renewed this day between LESSOR and Resident.
9. The addendum shall not be construed to require good cause for termination of tenancy and the rights conferred to LESSOR in the addendum shall be in addition to LESSOR'S other rights to terminate the tenancy.

Head of Household

Date

Other Adult

Date

Other Adult

Date