

CITY OF NORMAN, OKLAHOMA CRIME FREE LEASE ADDENDUM

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

- 1. Tenant/Resident, Occupant, Relative, or Guest shall not engage in:
 - (a) Any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance, as defined in 63 O.S. § 2-404 of the Controlled Substance Act, 21 U.S.C. 802; or
 - (b) Any act intended to facilitate criminal activity; or
 - (c) The unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in 63 O.S. § 2-101, at any location, whether on or near the dwelling unit premises; or
 - (d) Any illegal activity including, but not limited to, the following:

Prostitution. 21 O.S. § 39-1029;

Criminal Street Gang activity. 21 O.S. § 31A-856;

Threatening or intimidating . 21 O.S. § 47A-1173;

Domestic Abuse. 21 O.S. § 644

Assault. 21 O.S. § 21-20, including, but not limited to, the unlawful discharge of a weapon on or near the dwelling unit premises. 21 O.S. § 1289.11 and 21 O.S. § 1289.17A; or

- (e) Any criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other tenants committed by a tenant or by any member of the tenant's household or any guest or other person under the tenant's control or is a danger to the premises and any drug-related criminal activity on or near the premises by the tenant or by any member of the tenant's household or any guest or other person under the tenant's control shall be grounds for immediate termination of the lease. 41 O.S. § 132. D
- (f) The tenant shall at all times during the tenancy not engage in criminal activity that threatens the health, safety right of peaceful enjoyment of the premises by other tenants or is a danger to the premises, and not engage in any drug-related criminal activity on or near the premises either personally or by any member of the tenant's household or any guest or other person under the tenant's control. 41 O.S. § 127.8
- 2. Violation of the above provisions (including apartment community policies and guidelines) 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.
- 3. <u>It is understood that a single violation shall be good cause for immediate termination of the lease under 41 O.S. § 127, as provided in 41 O.S. 132.</u> Unless otherwise provided by law, <u>proof of violation shall not require a criminal conviction</u>, but shall be by a preponderance of the evidence.

١.	In case of	of conflict	between t	he provisions	of this	Addendum	and an	y other	provisions	of the L	ease, th	e provisions	of the
Addend	um shall g	govern.											

This Lease Addendum is incorporated into the Lease executed or renewed this _____ day of ______, 20____, between

Lessor/Owner	Tenant/Resident

Lessor/Owner and Tenant/ Resident.

Initials

Initials Revised: 08/2013

APPLICANT

NAME:		
DATE OF BIRTH:	PHONE:	
DRIVER'S LICENSE:		STATE:
SIGNATURE:		DATE:
OCCUPAN	NT(S) (if other than applic	<u>cant)</u>
NAME:		
DATE OF BIRTH:	PHONE:	
DRIVER'S LICENSE:		STATE:
SIGNATURE:		DATE:
NAME:		
DATE OF BIRTH:	PHONE:	
DRIVER'S LICENSE:		STATE:
SIGNATURE:		DATE:
NAME:		
DATE OF BIRTH:	PHONE:	
DRIVER'S LICENSE:		STATE:
SIGNATURE:		DATE:
Property Manager Signature	Date	Property