

## MEDICAL MARIJUANA LEASE ADDENDUM

This is an Addendum to the Lease dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, Agent for the Owner, hereinafter known as "Agent", and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, hereinafter known as "Resident".

**As set forth in your lease documents, \_\_\_\_\_, apartment community, is a drug free community, and the possession, use, manufacture or sale of marijuana or any other illegal substance or drug is a violation of your lease agreement and is grounds for immediate termination of your lease and your right to occupy your apartment.**

Notwithstanding the foregoing, and the Lease, including but not limited to the Crime and Drug Free Addendum, if any, Resident may use medical marijuana subject to strict compliance with the following terms and conditions.

1. Resident must provide Agent with the original Medical Marijuana Registry Identification Card ("RIC") that identifies Resident as a patient authorized to possess and use medical marijuana. Pursuant to Colorado law, Resident's RIC must be issued by the Colorado State health agency (CSHA). Agent will not accept any other form of registration or proof.
2. Agent will make a copy of Resident's RIC and place it in Resident's file as a permanent record demonstrating that Resident is authorized to use Medical Marijuana in Colorado.
3. Resident's use and possession of medical marijuana must comply at all times with Colorado law. Agent may immediately terminate Resident's right to use medical marijuana on the premises if such use does not comply with Colorado law or government order.
4. Resident may only use medical marijuana if Resident's RIC is valid, and if Resident's right to use Medical Marijuana has not otherwise been revoked, terminated, or otherwise found to be invalid. Agent's permission for Resident to use medical marijuana on the premises is immediately revoked without notice if Resident's RIC is invalid, or if Resident's right to use medical marijuana has been revoked, terminated, or found to be invalid regardless of whether Resident's RIC is valid.
5. Resident shall notify Agent within twenty-four (24) hours if Resident's RIC expires, is revoked, terminated, cancelled, or otherwise invalid. Regardless of the status of Resident's RIC, Resident shall also notify Agent within 24 hours if Resident's right to use medical marijuana has been revoked, terminated, or otherwise been found to be invalid for any other reason.
6. As set forth below, Resident is only permitted to use medical marijuana at \_\_\_\_\_.
7. If Resident fails to use medical marijuana in strict compliance with this Addendum, fails to report any change in Resident's status and right to use medical marijuana, or otherwise breaches this Addendum, Agent may terminate Resident's right to occupancy without terminating the Lease or Resident's obligation to pay rent as set forth in the Lease. Agent's termination of Resident's right to occupancy shall be effective with right of eviction upon three (3) days notice to quit. Resident and Agent agree that Resident's breach of this Addendum constitutes a material incurable breach of this Addendum and the Lease, and Resident specifically, knowingly, and intentionally waives any and all legal rights of any kind whatsoever to claim or insist that Agent must first serve Resident with a demand for compliance or possession in order to initiate an eviction action against Resident for recovery of the premises.
8. **SUBSIDIZED TENANCIES.** Subsidized tenancies involve government subsidies including but not limited to project based subsidy programs, the Section 8 Housing Choice Voucher Program, or Section 42 Tax Credit properties. If your tenancy involves a subsidy, you are a subsidized tenant. **BECAUSE OF APPLICABLE LAWS, RULES, AND GOVERNMENT MANDATES, SUBSIDIZED RESIDENTS ARE PROHIBITED UNDER ANY CIRCUMSTANCES FROM POSSESSING OR USING MARIJUANA, MEDICAL OR OTHERWISE, ON THE PREMISES. MANAGEMENT WILL NOT ACCEPT A RIC FROM ANY SUBSIDIZED RESIDENT OR APPLICANT AND SUBSIDY PARTICIPANTS MAY NOT TAKE ADVANTAGE OF THIS MEDICAL MARIJUANA POLICY.**

*If a resident is permitted to use medical marijuana as set forth above, the following rules apply, and Resident agrees to strictly comply with them.*

9. Marijuana may be used only as directed by a physician and only in the privacy of Resident's own apartment.
10. Resident shall not use medical marijuana, including smoking, in a way that endangers the health or well being of any person or otherwise affects the quiet enjoyment by other Residents of the Property. For example, smoking of medical marijuana shall not be permitted in any area on the community property outside of Resident's apartment home, including, but not limited to shared restrooms, lobbies, hallways, balconies, vehicles, and all other common areas.
11. Resident shall not use medical marijuana in any vehicle located on community property.

12. Resident shall not use medical marijuana in plain view of, or in a place open to, the general public. Resident may not smoke medical marijuana near an open window or in any other area where the smoke from the marijuana is likely to affect other residents, and Resident is more likely to be observed. Resident shall not expose Owner, Owner's Agent, Agent's employees, or other residents to Resident's marijuana use. For purposes of this Lease Addendum, nonconsensual exposure to marijuana smoke is a nuisance, and the uninvited presence of marijuana smoke in other Residents' apartments is a nuisance and a trespass and is a violation of this Lease Addendum.
13. Medical marijuana users are encouraged to find alternative ways to ingest the drug, other than smoking. In the event of complaints concerning marijuana smoke from other residents, Agent reserves the right to require Resident to use alternative methods of ingesting the substance, or to terminate Resident's right to use medical marijuana if complaints persist.
14. Resident may not sell, share, trade or otherwise exchange Marijuana, medical or otherwise, for any reason, including simply sharing the drug with a friend. If Resident violates this rule, Agent will immediately terminate Resident's Lease, and report such use to appropriate officials and law enforcement agencies.
15. Non-residents, including guests of Residents, are not permitted to use marijuana on the premises. If Guests or other persons under Resident's control use marijuana on the premises or community, Agent will immediately terminate Resident's right of occupancy.
16. **RESIDENT IS NOT PERMITTED TO GROW OR CULTIVATE ANY MARIJUANA PLANTS ON THE PREMISES UNDER ANY CIRCUMSTANCES.**
17. Resident agrees to indemnify and hold Agent harmless from any claim, loss, expense, cost, or damage, including reasonable attorneys' fees by reason of the Resident's use of medical marijuana on the Property.

\_\_\_\_\_  
**Signature and Date**

\_\_\_\_\_  
**Community Manager Signature and Date  
Solely as Agent for Owner**