

LEASE ADDENDUM FOR CRIME FREE AND DRUG FREE HOUSING

This is an Addendum to the Rental Agreement dated _____ (the "Lease"), by and between _____ Landlord/ Owner/Agent (hereinafter "Landlord") for Owner of the property and (Residents) _____, _____, and _____, (collectively hereinafter "Resident"), for the premises known as _____, County of _____, State of Colorado ("Premises").

1. Resident, or any other person associated with Resident shall not engage in any Criminal Activity on or about the Premises. Persons associated with Resident include members of Resident's household, guests of Resident, or any other persons on or about the Premises because of or in connection with Resident (collectively "other Persons"). Additionally, Resident shall not engage in any Criminal Activity regardless of where such Criminal Activity occurs. Resident and other Persons shall not permit the Premises to be used for or to facilitate Criminal Activity. Resident has an affirmative duty to abstain from any Criminal Activity and to prevent Criminal Activity by any other Persons. Resident's affirmative duties include, but are not limited to, immediately notifying law enforcement when Resident first learns of any Criminal Activity that constitutes a Substantial Violation agreed to in this Addendum or at law (collectively "Substantial Violation"), and cooperating with law enforcement with respect to any Substantial Violation. For the purpose of this Addendum, Criminal Activity also includes any activity or conduct that a reasonable person would conclude has the potential for escalating into or becoming Criminal Activity. Resident's affirmative duty extends to being responsible for the conduct and actions of other Persons regardless of any culpability or knowledge on Resident's part, and making all other Persons aware of Resident's obligations, agreements, and duties under this Addendum. Resident's affirmative duties regarding other Persons extends to all conduct occurring on the apartment community of which the Premises are located or the real property where the Premises are located. Because of Resident's affirmative duties, Resident agrees not to assert as a defense in any eviction action against Resident based on violation of this Addendum that Resident did not know any other Person was in violation of this Addendum.

2. Criminal Activity means any conduct set forth as criminal in this Addendum and/or the violation of any criminal law and specifically includes, but is not limited to, any sex crime, sexual offender crime, stalking crime, physically harming oneself, crime that has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another, or any discrimination against, intimidation or harassment of any person. Not limiting the broadest possible meaning as defined in this Addendum or at law, Criminal Activity also means possession of drug paraphernalia, the manufacture, sale, distribution, use or possession of a controlled substance, as defined by Federal law, and also includes the manufacture, cultivation, sale, distribution, use or possession of marijuana, marijuana concentrate, cocaine or any other illegal drug regardless of amount, and regardless of whether or not manufacture, sale, distribution, use, or possession of said drug or possession of drug paraphernalia is a misdemeanor or a felony and regardless of whether Resident is charged or convicted of any activity defined in this Addendum. Resident and Landlord agree that any Criminal Activity as defined in this Addendum or at law is an act that endangers the person and willfully and substantially endangers the property of Landlord, co-residents, and/or other Persons, and that such Criminal Activity constitutes a Substantial Violation under this Addendum and/or at law.

3. Any violation of this Addendum by Resident is a Substantial Violation of the Lease and an incurable material breach of the Lease. Because Resident and Landlord agree that a violation of this Addendum is a Substantial Violation and an incurable breach of the Lease, Resident waives any and all legal rights of any kind to claim or insist that Landlord 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. Upon any violation of this Addendum by Resident, Landlord may terminate Resident's right to occupancy without terminating the Lease or Resident's obligation to pay rent and damages as set forth in the Lease. Landlord's termination of Resident's right to occupancy shall be effective with right of eviction upon three days notice to quit. Unless required by law, Landlord shall not be required to serve any other notices upon Resident in order to terminate Resident's right of possession. Proof of violation of this Addendum shall be by a preponderance of the evidence, unless otherwise provided by law. In case of any conflict between the provisions of the Lease and this Lease Addendum, the provisions of this Lease Addendum shall govern. This Lease Addendum is incorporated into the Lease executed or renewed between the Landlord and the Resident.

Resident Date

Landlord/Agent for Landlord Date

Resident Date

Resident Date