

CRIME-FREE RENTAL AGREEMENT ADDENDUM

In consideration of the execution of a rental agreement for the Homesite identified in the rental agreement dated _____, 20__, Owner and Resident agree to this Crime Free Rental Agreement Addendum (“CFRAA”) as follows:

1. Resident, any members of the resident’s household or a guest or other person affiliated with the residence shall not engage in 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 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 a guest or other person affiliated with the residence 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 to facilitate criminal activity, including drug-related criminal activity, regardless or 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 affiliated with the residence shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Health & Safety Code 11350, et seq., at any locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident’s household, or a guest or another person affiliated with the residence shall not engage in any illegal activity, including, but not limited to, prostitution as defined in Penal Code 647(b); criminal street gang activity, as defined in Penal Code 186.20 et seq.; assault and battery, as prohibited in Penal Code 240; burglary, as prohibited in Penal Code 459; the unlawful use and discharge of firearms, as prohibited in Penal Code 245; receiving stolen property, as prohibited in Penal Code 496; sexual offenses, as prohibited in Penal Code 269 and 288, or any breach of the rental 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, or other matters set out in California Civil Code § 798.56 (c).
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY AS MAY BE PROVIDED FOR BY CALIFORNIA LAW, INCLUDING THE MOBILEHOME RESIDENCY LAW, CALIFORNIA CIVIL CODE §§ 798 ET SEQ. (“MRL”). A single violation of any of the provisions of this 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 termination of the rental agreement. Unless otherwise provided by law, including the MRL, proof of violation shall not require criminal conviction for the violation to support a termination of tenancy if otherwise allowed by California law, including the MRL.
7. In case of conflict between the provisions of this addendum and any other provisions of the rental agreement, the provisions of the CFRAA shall govern. This CFRAA is intended to comport to the provisions and requirements of the MRL and any deviation between the two, the MRL shall prevail.
8. This CFRAA is incorporated into the rental agreement executed this day between Owner and Resident.

_____ Date: _____
Resident Signature

_____ Date: _____
Resident Signature

_____ Date: _____
Resident Signature

_____ Date: _____
Property Manager’s Signature