

GRASS VALLEY POLICE DEPARTMENT

SAMPLE CRIME FREE LEASE ADENDUM



THIS LEASE ADDENDUM HAS NOT BEEN PREPARED BY THE CITY FOR USE BY LANDLORDS. INSTEAD, THIS CRIME FREE LEASE ADDENDUM IS ONLY PROVIDED AS AN EXAMPLE LEASE ADDENDUM FOR LANDLORDS TO CONSIDER. THE CITY MAKES NO GUARANTEES AS TO THE ENFORCEABILITY OF ITS TERMS AND ONLY PROVIDES THIS AS A COURTESY. AS WITH ANY AGREEMENT OR LEASE, A LANDLORD SHOULD CONSIDER CONSULTING AN ATTORNEY ON ADVICE REGARDING THE TERMS OF THE LEASE AND THE LANDLORD'S RIGHT TO TERMINATION OF A LEASE.

CRIME FREE LEASE ADDENDUM

As part of the consideration for lease of the dwelling unit identified in the lease, Resident agrees as follows:

1. Tenant agrees to respect the peace and quiet and the residential nature of the neighborhood with respect to parking, noise, property maintenance, animals, odors, disposal of refuse, and general appearance of the premises. Tenant will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any other tenant or neighbors.
2. Tenant agrees to comply with the following specific conditions:
 - a. Vehicles. No vehicles are to be parked on the lawn, any unpaved surface, or anywhere but the garage or driveway at any time. Street parking shall be in front of the rental property whenever possible, and parking in front of neighbors (or blocking their driveways, mailboxes, or sidewalks) shall be avoided. Keeping or storing disabled vehicles is prohibited.
 - b. Noise. Chapter 8.28 of the City Municipal Code prohibits unreasonable noise, loud parties, yelling, loud stereos, etc. This ordinance should be followed at all times.
 - c. Appearance. Tenant shall maintain the premises in a neat and clean condition, shall not store boxes, furniture, auto parts, appliances, or personal belongings on the exterior of the house or garage (including porches) visible from a public right-of-way and shall comply at all times with the Maintenance of Property Section of the City Municipal Code (9.28.040). Tenants and guests shall not walk upon or place any items on any roof, shed top, garage, carport, etc.
 - d. Obey All Laws. Tenant shall comply with all statutes, ordinances, regulations, and requirements of all municipal, state and federal authorities regarding the use of the premises.
3. Residents, and their guest and invitees, are prohibited from:
 - a. Engaging in any criminal activity, including drug-related criminal activity, on or off the said premises. Drug related criminal activity shall mean the illegal manufacture, sale, distribution, use, possession and possession with intent to manufacture, sell, distribute, or use of an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
 - b. Engaging in any act intended to facilitate criminal activity or permitting the dwelling unit to be used for criminal activity.
 - c. Engaging in the unlawful manufacturing, selling, using (being under the influence of), storing, keeping or giving of an illegal or controlled substance as defined in Health and Safety Code 11350, 11351, 11377, 11378, 11550, and 11379.6, at any locations, whether on or off the dwelling unit premises.
 - d. Engaging 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 186.22 et seq.; threatening or intimidating as prohibited in Penal Code 422; assault and battery as prohibited in Penal Code 240/242; including but not limited to the unlawful discharge of a firearm as prohibited in Penal Code 245; burglary as prohibited in Penal Code 459;

possession of stolen property as prohibited by Penal Code 496; sexual offenses as prohibited in Penal Code 269 and 288, on or off 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 or actual serious property damage, as defined in California Civil Code.

4. VIOLATION OF ANY OF THE ABOVE PROVISIONS OR DISTURBING THE PEACE AND QUIET OF THE RESIDENTIAL NEIGHBORHOOD 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 addendum shall be deemed a serious, material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Proof of such a violation shall not require a criminal conviction, but shall only require a preponderance of the evidence.
5. Resident hereby authorizes property management/owner to use police generated reports against Resident for any such violation as reliable direct evidence, and/or as business records as a hearsay exception, in all eviction hearings.
6. In case of conflict between the provisions of this addendum and any provisions of the lease, the provisions of this addendum shall govern.
7. Resident also agrees to be responsible for the actions of Resident's occupants, Resident's guests and invitees, and Resident's Occupant's guests and invitees, regardless of whether resident knew or should have known about any such actions. A guest or invitee shall be anyone who Resident or Resident's occupant gives access to or allows on the premises or in the rental unit.
8. This Lease Addendum is incorporated into the lease or renewal thereof, executed or renewed at any time between Landlord/Manager and Resident/Lessee.

Resident's Signature

Date

Resident's Signature

Date

Property Manager's Signature/Property Name

Date