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Drug-Free Housing Addendum

1.1 UNIT INFORMATION

This Drug-Free Housing Addendum is incorporated into the Lease Contract between the Landlord and the Tenant(s) <<Tenants (Financially Responsible)>>, dated <<Lease Creation Date>>, for <<Property Name>><<Unit Name>>, <<Property Address>> .

1.2 INTRO

This form is a multipurpose form to be used with the regular Lease Contract, Individual Lease Contract, regular Sub-lease Contract and Individual Sub-lease Contract. Wherever the words "Lease Contract" appear in this Drug-Free Housing Addendum form the appropriate words "Individual Lease Contract" or "Sub-lease Contract", or "Individual Sub-lease Contract" are to be substituted for the words "Lease Contract". Also the word Sub-Tenant for Tenant is to be substituted where appropriate.

1.3 PROHIBITED: ILLEGAL DRUGS & VIOLENT CRIMINAL ACTIVITY

The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not:

- A. Have any illegal drugs as defined by NC state law or US federal law on, within the dwelling unit, premises or vehicle on premises. This includes legal drugs that are not prescribed to any of the above described persons.
- B. Engage in or facilitate criminal activity on or near the complex, or dwelling including, but not limited to, violent criminal activity or drug-related criminal activity.
- C. Permit the dwelling unit to be used for, or facilitate, criminal activity, including, but not limited to, violent criminal activity or drug-related criminal activity.

1.4 DEFINITIONS

- A. "Drug-related criminal activity" means the illegal manufacture, sale, distribution or use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802) or as defined in N.C.GS Article 5 Chapter 90 North Carolina Controlled Substances Act.).
- B. "Violent criminal activity" means any felonious criminal activity that has as one of its elements the use, attempted use or threatened use of physical force against the person or property of another.

1.5 VIOLATION OF LEASE CONTRACT

One or more violations of Section 1.3 of this Drug-Free Housing Addendum constitutes a substantial violation of the Lease Contract and a material noncompliance with the Lease Contract. Any such violation is grounds for termination of tenancy and eviction from the unit. Proof of violation shall be by a preponderance of the evidence, unless otherwise provided by Law.

1.6 GOVERNING DOCUMENT

In case of any conflict between the provisions of this Drug-Free Housing Addendum and any other provisions of the Lease Contract, the provisions of this Drug-Free Housing Addendum shall govern.

X _____

 Date Signed