

LEASE ADDENDUM FOR DRUG-FREE HOUSING

1. The tenant, any member of the tenant’s household, or a guest or other person under the tenant’s control shall not engage in or facilitate criminal activity on or near the unit including, but not limited to, violent criminal activity or drug-related activity.
2. The tenant or any member of the tenant’s household should not permit the dwelling unit to be used for, or to facilitate, criminal activity, including, but not limited to violent criminal activity or drug- related criminal activity.
3. “Violent criminal activity” means any felonious criminal activity that has as one of its elements: use, attempted use or threatened use of physical force against the person or property of another.
4. “Drug related criminal activity” means the illegal manufacture, sale, distribution, or use, or possession with intent to manufacture, sell, distribute a controlled substance (as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802).
5. One or more violations of sections 1 or 2 of this Lease Addendum constitutes a substantial violation of the lease and a material noncompliance with the lease. Any such violation is grounds for termination of assistance by the Fort Mill Housing Services, Inc (FMHSI).
6. Proof of violation shall be a preponderance of the evidence, unless otherwise provided by law.
7. In case of conflict between the provisions of the Lease Addendum and other provisions of the lease, the provisions of the Lease Addendum shall govern.
8. The Lease Addendum is incorporated into the lease between the Landlord and the Tenant dated _____.

LANDLORD _____ DATE _____

TENANT _____ **DATE** _____