

CRIME FREE RENTAL AGREEMENT ADDENDUM

Notice: Michigan law establishes right and obligations for parties to rental agreements. This agreement is required to comply with the Truth in Renting Act. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person. Domestic violence calls shall not be considered criminal activity, and no person reporting a domestic violence incident shall be penalized by this document.

In consideration of the rental of a dwelling unit or execution or renewal of a lease of a dwelling unit identified in the lease, Owner and Resident agree as follows:

- a. Resident, any member of the resident's household, guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on 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 (other than legal possession or use of medical marihuana) or a minor in possession of alcohol.
- b. Resident, any member of the resident's household, guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity.
- c. Resident or member of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaged in such activity is a member of the household, or a guest.
- d. Resident, any member of the resident's household or a guest, or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance at any location within the apartment complex.
- e. Resident, any member of the resident's household, guest or another person under the resident's control shall not engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating assault, including but not limited to the unlawful discharge of firearms, within the apartment complex 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 serious property damage.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT OR LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any provision of this addendum shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that a single violation shall be good cause for immediate termination of the lease.

In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

This Addendum is incorporated into the rental agreement or lease executed or renewed this day between Owner and Resident.

Resident Signature_____

Date_____

Property Manger Signature_____

Date_____

- * Maximum occupancy of the rental unit is the lesser of (i) the maximum occupancy allowed under Sec. 14-4.15 Space Requirements of the Property Maintenance Code as calculated by square footage or (ii) a family as defined in Section 39-2.

- * Tenants shall refrain from all conduct that unreasonably disturbs other tenants or neighbors of the building. The Holland Public Safety Department is available 24 hours a day to serve the community. Tenants may be billed for the fee imposed on the owner by the City of Holland for an excessive number of disturbances or calls (in excess of 3 calls per academic year running from May 16 to the following May 15).