

BLUE STAR



Crime Free Lease Addendum

The term "Crime Free" in the title to this document or elsewhere in no way implies that any apartment community participating in this training and certification program is free of any crime occurring on the property. It is similar to a "Drug Free School Zone" or a "Drug Free Workplace". Neither the owner nor the management of this property makes any representations or warranties that residents will not be affected by crime at the property. Neither the owner nor management assumes any duty to protect persons from the criminal acts of others.

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

Resident, any members of the Resident's household or a guest or other persons affiliated with the resident:

1. Shall not engage in criminal activity, including drug-related criminal activity, on or near the apartment community. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in the federal Controlled Substance Act of the Texas Controlled Substance Act).
2. Shall not engage in any act intended to facilitate criminal activity.
3. Shall not permit the dwelling unit to be used for or to facilitate criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest.
4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of an illegal or controlled substance as defined in the Texas Controlled Substance Act, at any locations, whether on or near the dwelling unit.

5. Shall not engage in any: (i) illegal activity as defined in the Texas Penal Code, including prostitution, street gang activity, threatening, intimidating, or assault, including, but not limited to, the unlawful discharge of a weapon, on or near the dwelling unit; or (ii) breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the owner, the owner's agent, or other residents, or involves imminent or actual serious property damage.

VIOLATION OF THE ABOVE PROVISIONS 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 added 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 immediate termination of the resident's right to possession of the apartment unit. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.

Resident acknowledges that Resident's responsibilities under this addendum are in addition to, not in lieu of, Resident's responsibilities under Resident's lease. A violation of this addendum shall automatically constitute a default under the lease; in which event, Owner shall be entitled to exercise all rights and remedies under this addendum, the lease or applicable law as if Resident violated the terms of the lease.

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

This LEASE ADDENDUM is incorporated into the lease executed or renewed on this ____ day of 2015.

**This program is administered
jointly by the Houston Police
Department and the Houston
Apartment Association.**

7 Seventy is a certified community