

CRIME-FREE LEASE/RENTAL AGREEMENT ADDENDUM

Crime-Free Rental Housing Program

Rental property Name or Owner Name:

Full Rental Unit Address:

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

1. Neither resident, nor any member of the resident’s household, nor a guest, nor other person under the resident’s control shall engage in criminal activity, including but not limited to drug-related criminal activity, on or near the said premises. “Drug-related criminal activity” means the illegal manufacture, sale, distribution, or use; or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. Section 8021)).
2. Neither resident, nor any member of the resident’s household, nor a guest, nor other person under the resident’s control shall engage in any act intended to facilitate criminal activity, including but not limited to drug-related criminal activity, on or near the said premises.
3. Neither resident, nor any member of the resident’s household, nor a guest, nor any other person under the resident’s control shall permit the dwelling unit to be used for or to facilitate criminal activity including but not limited to drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Neither resident, nor any member of the resident’s household, nor a guest, nor any other person under the resident’s control shall engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance as defined in RCW 69.41, 69.43, 69.50, 69.52, 69.55 on or near the dwelling unit premises.
5. Neither resident, nor any member of the resident’s household, nor a guest, nor any other person under the resident’s control shall engage in any criminal activity on or near the said premises, including but not limited to the following:

- a. prostitution as defined in RCW 9A.88;
- b. criminal street gang activity as defined in RCW 9.94A;
- c. any criminal street gang activity whether on or near the dwelling unit premises or otherwise, that cause the residence or neighboring residence(s) to be targeted by rival gang members;
- d. threatening or intimidating as prohibited in RCW 9A.46;
- e. assault as prohibited in RCW 9A.36 and 9A.44, including but not limited to the unlawful discharge of firearms on or near the dwelling unit premises; or
- f. any breach of the lease/rental agreement that jeopardizes the health, safety and welfare of the landlord, landlord's agent or other tenants, or involving imminent serious property damage, as defined in RCW 9A.48, including but not limited to:
 - i. any theft as prohibited in RCW 9A.56;
 - ii. any burglary or car prowling as prohibited in RCW 9A.52;
 - iii. unlawful restraint of another as prohibited in RCW 9A.40; or
 - iv. engaging in any nuisance in violation of Chapter [8.26](#) of the Prosser Municipal Code.

6. FAILURE OF ANY RESIDENT, ANY MEMBER OF THE RESIDENT'S HOUSEHOLD, ANY GUEST, OR ANY OTHER PERSON UNDER THE RESIDENT'S CONTROL TO COMPLY WITH THE ABOVE PROVISIONS SHALL BE A MATERIAL NONCOMPLIANCE WITH THE LEASE/RENTAL AGREEMENT AND SHALL ENTITLE THE LANDLORD TO GIVE NOTICE TO COMPLY OR QUIT (IF REQUIRED BY LAW) AND TO PURSUE ALL REMEDIES AVAILABLE TO THE LANDLORD UNDER THE RESIDENTIAL LANDLORD-TENANT ACT OF 1973 (REVISED CODE OF WASHINGTON CHAPTER 59.18), AND ALL OTHER REMEDIES OTHERWISE PROVIDED BY LAW TO TERMINATE THE TENANCY AND EVICT THE RESIDENTS.

7. Unless otherwise required by law, proof of criminal activity shall not require criminal conviction, but shall be by a preponderance of the evidence.

8. Landlord, or his/her agent, upon notification in writing by Prosser Police, of any failure of a resident, any member of the resident's household, or a guest, or any other person under the resident's control, to comply with any provision of this addendum, will within thirty days of receipt of such notice, serve notice on the residents to comply or quit (if required by law) and pursue all remedies against the residents available to the landlord under the Residential Landlord-Tenant Act of 1973, and all other remedies provided by law to terminate the tenancy and evict the residents.

9. In case of conflict between the provisions of this addendum and any other provisions of the lease/rental agreement, the provisions of the addendum shall govern; provided that in the event any provision of this addendum is prohibited by the Residential Landlord-Tenant Act of 1973, such prohibited provision shall be of no force or effect.

10. This LEASE/RENTAL AGREEMENT ADDENDUM is incorporated into the lease/rental agreement agreed upon, executed or renewed this date between Owner and Resident.

Resident's Signature:

Date: _____

Owner/Property Manager's Signature:

Date: _____