

# MetroWest

## METROWEST CRIME FREE LEASE ADDENDUM

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

1. Resident, any members of the resident's household or any other occupants or guests of such property shall not engage in criminal activity, including drug-related criminal activity, on or near 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 (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802] and/or Chapter 893 of the Florida Statutes).
2. Resident, any member of the resident's household or any other occupants or guests of such property shall not 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. Resident or members of the household or any other occupants or guests of such property shall not 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. Resident, any member of the resident's household or any other occupants or guests of such property shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any location, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident's household, or any other occupants or guests of such property shall not engage in and/or facilitate any illegal or unlawful activity of any kind or nature, including but not limited to:
  - Theft, as defined and prohibited in Florida Statutes 812.014.
  - Burglary, as defined and prohibited in Florida Statutes 810.011.
  - Violation of Injunction for Domestic Violence as described and prohibited in Florida Statutes 741.31.
  - Stalking, as defined and prohibited in Florida Statutes 784.048.
  - Criminal gang-related activity as defined in Florida Statutes 874.03 and prohibited in Florida Statutes 874.05.
  - Battery, as defined and prohibited in Florida Statutes 784
  - Aggravated Assault as prohibited in Florida Statutes 784.01.
  - Unlawful discharge of a firearm in public as prohibited in Florida Statutes 790.15.
  - Public Nuisance as prohibited in Florida Statutes 823.10.
  - Lewd and Lascivious behavior as prohibited in Florida Statutes 800.
  - Trespass after Warning as prohibited in Florida Statutes 810.09.

- Sexual Crimes as prohibited in Florida Statutes 794.
- Criminal Mischief as prohibited in Florida Statutes 806.13.
- Any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of any persons.
- Any violations of any of the Rules and Regulations or other Governing Documents of MetroWest.

**THE OCCURRENCE OF ANY OF THE ABOVE ACTS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY OR OTHER ENFORCEMENT ACTION AS DETERMINED BY THE MWMA. THE MWMA SHALL HAVE THE RIGHT TO TAKE DIRECT ACTION AGAINST THE SUBJECT OWNER, THE TENANT, OR BOTH TO ENFORCE ALL PROVISIONS OF THIS RULE, TO EVICT OR DISPOSSESS THE TENANT FOR VIOLATIONS OF THIS ADDENDUM, AS WELL AS ANY AND ALL OTHER RULES AND REGULATIONS OR GOVERNING DOCUMENTS FOR METROWEST. BY ENTERING INTO A LEASE, OR BY TAKING POSSESSION OF ANY PROPERTY IN METROWEST, ANY TENANT OR OTHER OCCUPANT OF ANY SUCH PROPERTY HEREBY ACCEPTS AND AGREES TO BE BOUND BY ALL OF THE TERMS OR PROVISIONS OF THESE RULES, THE CRIME FREE ADDENDUM AND THE GOVERNING DOCUMENTS FOR METROWEST.**

6. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
7. Should any provision of the addendum be invalidated or determined to be invalid in a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Resident Signature \_\_\_\_\_ Date: \_\_\_\_\_

Resident Signature \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Property: \_\_\_\_\_