## **Drug-Free Housing Agreement (Agreement)**

Owner and tenant agree as follows:

1. Tenant, any members of the tenant's household or a guest or other person under the tenant's direction/control shall not engage in criminal activity, including control substance crimes, in the unit or elsewhere on or near the development as defined in Section 504B.171 of the Minnesota Statutes, or any substitute or replacement thereof. Control substance crimes are defined in Chapter 152 of Minnesota Statutes and mean the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Chapter 152 of Minnesota Statutes).

2. Tenant, any members of the tenant's household or a guest or other person under the tenant's direction/control <u>shall not engage in any act intended to facilitate criminal activity</u>, including control substance crimes, in the unit or elsewhere on or near the development.

3. Tenant, or any members of the tenant's household <u>will not permit the dwelling unit to be</u> <u>used for, or to facilitate criminal activity</u>, including control substance crimes, regardless or whether the individual engaging in such activity is a member of the tenant's household, or a guest.

4. Tenant, or any members of the tenant's household will not engage in the manufacture, sale, or distribution of illegal drugs at <u>any</u> location, whether in the unit or elsewhere on or near the development.

5. Tenant, any members of the tenant's household, or a guest or other person under the tenant's direction/control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, in the unit or elsewhere on or near the development.

## 6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE DEEMED A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A

single violation of any of the provisions of this Agreement shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a <u>single</u> violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of the violation <u>shall not require criminal conviction</u>, but shall be by a preponderance of the evidence.

This Agreement, as part of the development's House Rules, is a legal and binding attachment to the lease.

Tenant's Signature

Date

Owner/Management Agent's Signature

Date