

CRIME FREE LEASE ADDENDUM

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

1. Resident, any members of the Resident's household, a guest or other person affiliated in any way with the Resident shall not engage in any criminal activity (as defined in Title 18 C.R.S.), including drug-related criminal activity, on or near the dwelling unit, the surrounding area or the area of the complex (hereinafter collectively referred to as the "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 Article 18 of Title 18, C.R.S.).
2. Resident, any member of the Resident's household, a guest, or other person affiliated in any way with the Resident shall not engage in any act which facilitates criminal activity, including drug-related criminal activity, on or near said premises.
3. Resident or members of the household will not permit the premises to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household.
4. Resident, any member of the Resident's household, a guest, or another person affiliated in any way with the Resident shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance (as defined in Article 18 of Title 18, C.R.S.) at any location, whether on or near the premises or otherwise.
5. Resident, any member of the Resident's household, a guest or another person affiliated in any way with the Resident shall not engage in any illegal activity, including prostitution (as defined in Article 7 of Title 18, C.R.S.), criminal street gang activity (as set forth in Title 16 or 18, C.R.S.), threats or intimidation (as prohibited in Title 18, C.R.S.), assault (as prohibited in Article 3 of Title 18, C.R.S.), including, but not limited to, the unlawful possession or discharge of firearms or illegal weapons (as prohibited in Article 12 of Title 18, C.R.S.) on or near the premises, be placed on or appear on any sex offender list, of any kind whatsoever, from any jurisdiction within the United States, or any other violation of the Criminal Statutes of the State of Colorado or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, their agent, other tenant, or guest or that which involves imminent or actual serious property damage.
6. ANY VIOLATION OF THE ABOVE PROVISIONS SHALL BE CONSIDERED A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND SUFFICIENT CAUSE FOR IMMEDIATE TERMINATION OF THE RESIDENT'S TENANCY. A single violation of any of the provision of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation, as outlined above, shall be considered sufficient cause for immediate termination of the lease and notice of such termination shall be given in accordance with Article 40-107.5 of Title 13, C.R.S. Unless otherwise provided by law, proof of violation/breach of this agreement resulting in a termination shall not require a criminal conviction, but shall require only a showing by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern. Should any provision of the Lease Addendum be declared invalid by any Court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect regardless of such declaration.
8. This LEASE ADDENDUM is incorporated into the lease, executed or renewed, on the date as set forth below.

Resident Signature _____ Date: _____

Resident Signature _____ Date: _____

Resident Signature _____ Date: _____

Property Manager's Signature _____ Date: _____

DEMAND FOR COMPLIANCE OR POSSESSION

STATE OF COLORADO, COUNTY OF _____

To: _____, and all other occupants.

Address: _____, Apt. _____
_____, Colorado _____ (the "Premises").

The Landlord set forth below hereby demands that you shall, within three days of the time this notice is served upon you, either comply with the covenant/condition stated below or deliver to the Landlord the possession of the Premises. By electing to surrender possession of the Premises, you will not be released from your obligations under the lease. The covenant/condition with which you are to comply is (check those that apply):

_____ Failure to pay the Landlord money due for the period from _____ through _____, described as follows:

Rent	\$ _____
Late Fees	\$ _____
Utilities	\$ _____
Other Charges	\$ _____
Total Amount Currently Due	\$ _____ *

_____ Non-monetary violation of the lease as follows:

*Failure to cure the violation within the prescribed time period may result in additional late fees and attorney fees being assessed.

Dated _____, _____

(Complex)

By: _____

Certificate of Service

I hereby certify that I served this Demand the ____ day of _____, _____ by:

_____ posting in a conspicuous place on the Premises; or
_____ leaving a true copy with _____.

By: _____

When this notice expires, transmit to:

NOTICE TO QUIT FOR REPEAT VIOLATION

STATE OF COLORADO
COUNTY OF _____

TO: _____, and all other occupants.

ADDRESS: _____, Apt. _____
_____, Colorado _____ (the "Premises").

Pursuant to Title 13-40-104(1)(e.5), Colorado Revised Statutes, you are hereby notified by the undersigned Landlord that your right to possess the Premises is terminated and you are accordingly notified to quit the Premises and surrender it within three days of the service of this Notice to Quit. Surrender of possession of the Premises does not terminate your financial obligations pursuant to the terms of the lease.

On or about _____, you were provided a Demand for Compliance or Possession, (the "Demand"). Following the expiration of the cure period provided by the Demand, you subsequently violated the same covenant or condition as follows:

This incident represents a repeat violation of the same covenant/condition of the lease, after having been previously provided with a demand for possession or compliance.

Date to be served: _____, 200__

(Complex)

By: _____

Certificate of Service

I hereby certify that I served this Demand the ____ day of _____, 200__ by:

_____ posting in a conspicuous place on the Premises; or
_____ leaving a true copy with _____.

By: _____

3-DAY NOTICE TO QUIT FOR SUBSTANTIAL VIOLATION

STATE OF COLORADO
COUNTY OF _____

TO: _____, and all other occupants.

ADDRESS: _____, Apt. _____
_____, Colorado _____ (the "Premises").

You are hereby notified by the undersigned Landlord that the Landlord will terminate your right to possess the Premises. Accordingly, you are notified to quit the Premises and surrender possession thereof on or before three days from the date of the service of this notice. Surrender of possession of the Premises does not release you from your financial obligations pursuant to the lease.

The Landlord is terminating your tenancy because of the following incident(s):

This incident(s) represents a violation of the Lease, which prohibits unlawful behavior and also represents a Substantial Violation of the implied terms of the Rental Agreement as defined by C.R.S. 13-40-107.5 in that it was an act or series of acts, by the tenant or guest or invitee of the tenant, which occurred on or near the Premises and which endangered the person of another, or willfully and substantially endangered the property of another, constituted a violent or drug related felony, or is punishable by a term of imprisonment of 6 months or more and has been declared a public nuisance.

Date to be served: _____, 200__

(Complex)

By: _____

Certificate of Service

I hereby certify that I served this Demand the ___ day of _____, 200__ by:

_____ posting in a conspicuous place on the Premises; or
_____ leaving a true copy with _____.

By: _____

NOTICE TO QUIT

STATE OF COLORADO
COUNTY OF _____

TO: _____, and all other occupants.

ADDRESS: _____, Apt. _____
_____, Colorado _____ (the "Premises").

You are hereby notified by the undersigned Landlord that your right to occupy the Premises has or will expire. Accordingly, you are notified to quit the Premises and surrender possession thereof on or before 11:59 p.m. on _____.

If you do not surrender and vacate the Premises in accordance with this notice, the Landlord will seek to regain possession of the Premises by bringing a judicial action.

Date to be served: _____, 200__

(Complex)

By: _____

Certificate of Service

I hereby certify that I served this Demand the ___ day of _____, 200__ by:

_____ posting in a conspicuous place on the Premises; or
_____ leaving a true copy with _____.

By: _____