



NEW SMYRNA BEACH HOUSING AUTHORITY

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ADDENDUM TO THE LEASE AGREEMENT FOR DRUG-FREE HOUSING

The New Smyrna Beach Housing Authority, herein referred to as NSBHA and _____ herein referred to as "Resident" in consideration of the execution or renewal of a Lease Agreement of the unit identified in the Lease Agreement, do hereby agree that this Addendum shall be incorporated in and become part of the said Lease Agreement and do hereby agree as follows:

1. Resident, any member of the resident's household, or a guest or other person(s) under the resident's control shall not engage in criminal activity, including drug related criminal activity, in or outside the complex in which they live. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of controlled substances Act (21 U.S.C. 802).
2. Resident, any member of the resident's household, or a guest or other person(s) under the resident's control shall not engage in acts of violence or threats of violence. Including, but not limited to, the unlawful discharge of firearms, in or outside the complex in which they live. Nor shall Resident, any member of resident's household, or a guest or other person(s) under the resident's control do anything to create a disturbance which adversely affects others in the complex where they live.
3. **VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE CAUSE FOR TERMINATION OF THE LEASE AGREEMENT AND EVICTION OF THE RESIDENT AND ALL MEMBERS OF THE RESIDENT'S FAMILY.**

In the case of violent criminal activities and/or drug-related activities, the entire household, (not just the person involved in the activity) will be evicted and denied grievance privileges.

NSBHA's determination that violence has occurred shall be conclusive if NSBHA make such determination in good faith based on a reasonable evaluation of the evidence (such as a police report, eyewitness testimony, etc.). A conviction of a crime shall not be necessary under such circumstances.

4. Any lease provisions that conflict with this addendum are hereby declared null and void.

I UNDERSTAND THAT THIS ADDENDUM IS PART OF THE ORIGINAL LEASE AGREEMENT THAT I SIGNED WITH NSBHA AND ALL THE ADULT MEMBERS OF MY FAMILY AND I AGREE TO ABIDE BY THE PROVISIONS MENTIONED HEREIN. I/WE ALSO UNDERSTAND THAT UNDER THE CIRCUMSTANCES ARTICULATED ABOVE, THE ENTIRE HOUSEHOLD, NOT JUST THE TENANT INVOLVED WILL BE EVICTED.

HEAD OF HOUSEHOLD

DATE

CO-TENANT

DATE

ADULT MEMBER (OVER 18)

DATE

ADULT MEMBER (OVER 18)

DATE

ADULT MEMBER (OVER 18)

DATE