

South Dakota 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:

Resident, any members of the resident's household or a guest or other persons affiliated with the resident:

1. 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 an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C.802])
2. Shall not engage in any act intended to facilitate criminal activity
3. Shall not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest
4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of an illegal or controlled substance as defined in SDCL 22-42, at any locations, whether on or near the dwelling unit premises
5. Shall not engage in any illegal activity, including prostitution as defined in SDCL 22-23-1, criminal street gang activity as defined in SDCL 22-10-14, threatening or intimidating as prohibited in SDCL 22-19A, assault as prohibited in SDCL 22-18, including but not limited to the unlawful discharge of a weapon, as determined in SDCL 22-14-7, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in SDCL 22-34
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under SDCL 43-32. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be 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 this addendum shall govern
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

_____ Date: _____
Resident Signature

_____ Date: _____
Property Manager/Owner's Signature

Property Name/Location