

**CITY OF HARRINGTON, DELAWARE
SAFE COMMUNITIES LEASE ADDENDUM**

Property Address: _____

Property Owner: _____

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, 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 control shall not engage in criminal activity, including drug-related criminal activity, on or within 500 feet of the leased premises.

a. Criminal activity is defined as any crime classified by applicable law as a (a) Felony, (b) Class A Misdemeanor, or (c) any of the following offenses: any drug offense defined by Title 16 of the Delaware Code, and the following misdemeanors in addition to any Class A misdemeanor, as defined by Title 11 of the Delaware Code: §601-offensive touching, §602-menacing, §628-vehicular assault 3, §763-sexual harassment, §764-indecent exposure, §811-criminal mischief, §812-graffiti, §820-trespassing, §821/2/3-criminal trespassing, §1105-crime against a vulnerable adult, §1106-unlawfully dealing with a child, §1301-disorderly conduct, §1313-malicious interference with emergency communications, §1315-public intoxication, §1321-loitering, §1322-criminal nuisance, §1323-obstructing of public passage, §1341-lewdness, §1342-prostitution, §1343-patronizing a prostitute, §1445-unlawfully dealing with a dangerous weapon, §1446-unlawfully dealing with a switchblade knife.

b. "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 16 Del.C. Ch. 47).

2. Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or within 500 feet of the leased premises.

3. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest.

4. Tenant, any member of the tenant's household or a guest, or another person under the tenant's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in 16 Del.C. Ch. 47 at

any locations, whether on or within 500 feet of the dwelling unit premises or otherwise.

5. **VIOLATION OF THE ABOVE PROVISIONS SHALL CONSTITUTE A SUBSTANTIAL VIOLATION OF THE LEASE. MATERIAL NONCOMPLIANCE WITH THE LEASE. AND GROUNDS FOR TERMINATION OF TENANCY AND EVICTION.**

A single violation of any of the provisions of this added addendum may be deemed a serious violation and a material and irreparable non-compliance.

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. In the context of federally-subsidized housing units, however, this paragraph does not provide for superseding any lease provisions or rules or regulations required or permitted by federal law, federal regulations, guidelines or policy.

7. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Tenant.

Tenant Signature Date:

Tenant Signature Date:

Tenant Signature Date:

Property Owner/Property Manager's Signature Date: