



SOUTH DAKOTA CRIME FREE HOUSING

Resident, any member(s) of the resident's household, a guest or any other person affiliated with resident, at or near the resident premises:

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 of a 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. Will not permit the dwelling unit to be used for or to facilitate criminal activity.
4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance or marijuana as defined in SDCL 22-42, at any locations, whether on or near the dwelling unit, premises or otherwise.
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, intimidating, or stalking as prohibited in SDCL 22-19A, assault as prohibited in SDCL 22-18 or the unlawful discharge of firearms 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 a law, proof of violation shall not require criminal conviction but shall be a preponderance of the evidence.
7. Resident agrees that Manager or Owner may use any police generated report as direct evidence without objection in any court action, including but not limited to eviction.
8. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

