

CRIME FREE AGREEMENT

In consideration of the execution *or* renewal of a Rental Agreement of the unit identified in the Rental Agreement, Owner and Resident agree as follows:

1. Resident, any members of the resident’s household or a guest or other person under the resident’s control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. “Drug-related activity” means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21U.S.C. 802]).
2. Resident, any member of the resident’s household or a guest or other person under the resident’s control shall not engage in any act intended to facilitate criminal activity, including drug-related activity, on or near the said premises.
3. Resident 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 of whether the individual engaging in such activity is a member of the household, or a guest.
4. Resident, any member of the resident’s household or a guest, or another person under the resident’s control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in Idaho Statue, Title 37, Article IV, Code §37-2732, et seq.,at any locations, whether on or near the dwelling unit premises or otherwise.
5. Resident, any member of the resident’s household or a guest, or another person under the resident’s control shall not engage in any illegal activity, including: prostitution as defined in code §18-5613; criminal street gang activity, as defined in Penal Code §18-8502 et seq.; assault and battery, as prohibited in Penal Code §18-915; burglary, as prohibited in Penal Code §18-1401; the unlawful use and discharge of firearms, as prohibited in Penal Code §18-3317; sexual offenses, as prohibited in Penal Code §18-1508 and 18-1506, or any breach of the rental agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other guest and/or resident or involving imminent or actual serious property damage.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of the provisions of this agreement 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 termination of the rental agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In Case of conflict between the provisions of this agreement and any other provisions of the rental agreement, the provisions of the crime free agreement shall govern.
8. This CRIME FREE AGREEMENT is incorporated into the rental agreement executed or renewed this day between Owner and Resident.

Resident Signature	Date: _____
Resident Signature	Date: _____
Resident Signature	Date: _____
Property: <u>Pine Creek RV Park LLC</u> Manager’s Signature	Date: _____