

MARIJUANA ADDENDUM

(Zero Tolerance)

Resident Names: _____

Address: _____ Apt.: _____

This Marijuana Addendum ("Addendum") is incorporated into, and is a part of, the Lease/Rental Agreement (hereinafter "Lease") between the aforementioned resident(s) (hereinafter collectively "Resident") and Landlord.

Notwithstanding any amendment of the Constitution of the State of Colorado and any legislation related to such amendment, Resident hereby understands and agrees as follows:

1. Possession of any amount of marijuana is a criminal act under federal law. Marijuana includes any part of the cannabis plant, whether dried or in a living plant, any extract from the cannabis plant in any form including any distillate or purified substance containing active ingredient whether or not incorporated into an edible or other form.
2. Resident agrees not to engage in any criminal activity on or near the leased premises. This is inclusive of any violation of federal drug law(s), including but not limited to, possession, use or cultivation of marijuana.
3. Resident agrees to use and occupy the leased premises solely for residential purposes. Resident agrees that cultivation and/or processing of marijuana or active marijuana ingredients shall be considered a business activity and shall constitute a lease violation.
4. Cultivation of marijuana or Hydroponic (water based) cultivation of any plants including, but not limited to, marijuana on the leased premises is prohibited. Modification of the leased premises to create higher humidity levels for the cultivation of any plants including, but not limited to, marijuana on the leased premises is prohibited. Modification of the leased premises for any purpose related to the possession or cultivation of marijuana is prohibited.
5. Consumption of marijuana through smoking causing release of smoke and odor into the common areas of the leased premises or any adjacent unit shall constitute a disturbance, harassment, annoyance of neighboring residents or a nuisance and shall be prohibited.
6. Resident, any member of the Resident's household, a guest, or other person affiliated in any way with the Resident shall not engage in any act which violates, or facilitates the violation, of this Addendum.
7. **ANY VIOLATION OF THE ABOVE PROVISIONS SHALL BE CONSIDERED A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND THIS ADDENDUM AND THEREFORE SUFFICIENT CAUSE FOR IMMEDIATE TERMINATION OF THE RESIDENT'S TENANCY.** A single violation of any of the provision of this Addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood and agreed that a single violation, as outlined above, shall be considered sufficient cause for immediate termination of the lease and notice of such termination shall be given in accordance with Article 40-107.5 of Title 13, C.R.S. Unless otherwise provided by law, proof of violation/breach of this Addendum resulting in a termination shall not require a criminal conviction, but shall require only a showing by a preponderance of the evidence. Nothing in this Addendum shall be interpreted so as to limit the legal remedies available to Landlord.
8. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern. Should any provision of this Addendum be declared invalid by any Court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect regardless of such declaration.
9. Landlord has the right to modify any and all covenants of this Addendum at any time without notice.

The undersigned has/have read, understand and agree to comply with all covenants contained in this Addendum.

Resident Signature

Date

Resident Signature

Date

Property Manager – Agent/Owner

Date