



City of Poteet Rental Property Crime Addendum



The Landlord of a rental dwelling shall provide the following crime prevention measures:

- (1) Lighting, exterior illumination shall be provided at appropriate points adjacent to all building entrances. A Landlord shall repair all inoperable exterior lighting fixtures within a reasonable period of time after being notified that the fixture is not working. In no instances shall a reasonable period of time be deemed to mean more than 7 days.
- (2) Vacant buildings: All openings in vacant buildings and/or dwelling shall be closed and secured from unlawful entry by the installation and maintenance of appropriate locking devices and intact doors and windows which are proportioned to securely and completely fit the openings. Alternatively, with the approval of the Building Official, openings may be temporarily secured by means of the installation of proportioned wood materials in good condition. The surfaces of such materials exposed to the weather shall be protected with the application of exterior grade paint, or a similar weather resistant finish, which blends with the background color of the building.
- (3) Graffiti abatement: A Landlord shall remove graffiti from the rental dwelling as soon as possible.
- (4) Occupancy limits: A Landlord shall not a dwelling unit to be occupied other than by a family, as that term is defined within this code, and shall not permit the number of persons occupying a dwelling unit to exceed the occupancy load of the unit based on the standards set in the Minimum Building Standards Code.
- (5) Tenant responsibility: Even the best security plans, devices and systems cannot completely prevent crimes. The best safety measures a tenant of a rental dwelling can utilize are those performed out of common sense and habit Such measures include locking doors and windows, not opening doors to strangers, and promptly reporting malfunctioning security devices and exterior lighting to the Landlord.
- (6) The Landlord of a rental dwelling shall require the prospective tenant to execute a lease. The lease shall include one of the following provisions for each new lease or lease renewal for a unit which is executed after January 1, 2018:
 - (a) A standardized lease promulgated by the Texas Apartment Association containing a prohibition of criminal conduct on or about the premises;
 - (b) A standard lease promulgated by the Texas Association of Realtor containing a prohibition of criminal conduct on or about the premises;
 - (c) A lease with an equivalent provision to (a) or (b) containing a prohibition of criminal conduct on about the premises; or
 - (d) A Crime Free Lease addendum to read as follows:

In consideration of the execution or renewal of a Lease of the dwelling unit identified in in the Lease, Owner and resident agree as follows:

1. Resident shall not engage in any activity on or near the dwelling unit premises that would that would subject the resident to a penalty of a Class C misdemeanor that involves possession of drug paraphernalia, assault or disorderly conduct; Texas Penal

Code Class A or B misdemeanors; Texas Penal Code Felony or Texas Health and Safety Code violation or engage in any hazardous conduct that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage. Nothing in this provision shall be construed as requiring or encouraging the eviction or termination of a Lease of a victim of domestic violence.

2. Resident shall not permit any household member or guest to engage in any activity on or near the dwelling unit premises that would subject the resident to a penalty of a Class C misdemeanor that involves possession of drug paraphernalia, assault or disorderly conduct; Texas Penal Code Class A or B misdemeanors; Texas Penal code Felony or Texas Health and Safety Code violation or engage in any hazardous conduct that otherwise jeopardizes the health, safety and welfare of the Landlord, his agent or other tenant or involving imminent or actual serious property damage. Nothing in this provision shall be construed as requiring or encouraging the eviction or termination of a lease of a victim of domestic violence.

VIOLATION OF THE ABOVE PROVISION SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY.

A single violation of any provisions of this addendum shall be deemed a serious violation and a material non-compliance with the terms of this lease. It is understood that a single violation shall be good cause for the immediate termination of the lease. Unless otherwise provided by law, proof of a violation of law prohibited by this addendum shall not require a criminal conviction, but shall be by a preponderance of the evidence.

In the case of conflict between the provision of this addendum and any other provisions of the lease, the provision of the addendum shall govern. The Lease Addendum is incorporated into the lease executed or renewed this day between Owner and Resident.

3. A landlord commits an offense if the landlord knowingly violates any provision of this addendum or fails to comply with any provision of this addendum.

Rental Property Address: _____

Lessor Name: _____

Lessor Signature: _____

Date: _____

Lessee Name: _____

Lessee Signature: _____

Date: _____

State Of Texas
County of _____

This instrument was acknowledged before me this _____ day of _____ 20____,

by _____ and _____
(Name of person acknowledging) (Name of person acknowledging)

_____ Personally known or _____ Produced _____ as identification

Signature of Notary Public

Printed Name of Notary
Notary Public, State of Texas

{NOTARY SEAL}