

LEASE/RENTAL AGREEMENT ADDENDUM PROHIBITING MARIJUANA

This is an Addendum to the Lease/Rental Agreement between _____
(Landlord) and _____
_____ (Residents) dated _____, with respect to the rental property located at

California _____ (the Premises).

1. Although the personal use, possession and growth of marijuana for medical and recreational purposes are both legal in the State of California, marijuana is still an illegal Schedule 1 drug under the Federal Controlled Substances Act. A Schedule 1 drug is a drug that the federal government deems to have no accepted medical use and a high risk for dependency.
2. Second-hand marijuana smoke has been classified by the Surgeon General as a substance known to cause cancer and other health problems. Drifting smoke and/or vapor from marijuana poses a health risk to other residents, employees and vendors working at the property. The risk is especially high for children and people with certain respiratory and other medical conditions.
3. Drifting marijuana smoke, vapor and/or odor from growing and/or curing marijuana plants creates a nuisance for other residents, as well as employees and vendors working at the property.
4. The growth of marijuana in rental properties poses a risk to the property due to potential mold/moisture issues, fires due to over-taxing of and/or modifications to the electrical system. It also increases the risk of theft/crime at a rental property.
5. The use, possession and growth of marijuana in rental properties create an unsafe living environment for other residents, their children and guests.
6. For all of the above reasons, the use, possession and/or growth of marijuana for medical purposes poses an undue financial and administrative burden on Landlord and is not a reasonable accommodation for Resident(s)' disability.

7. Pursuant to Proposition 64 (Health & Safety §§ 11362.45 (h)), an individual or private entity may prohibit or restrict personal possession, smoking, and cultivation of marijuana on the individual's or entity's privately owned property.

8. Resident, Resident's household members and/or guests are prohibited from using, possessing or cultivating marijuana, whether for medical or recreational purposes, anywhere on the Premises or on the grounds of the property where the Premises are located.

9. Resident, Resident's household members and/or guests are further prohibited from using the Premises and/or the property on which the Premises are located for the manufacture, sale, delivery and/or transportation of marijuana or other cannabis product(s).

10. Any violation of this Addendum is considered a material breach of the Lease/Rental Agreement and will entitle Landlord to terminate the tenancy to the extent permitted by California law.

Dated: _____

Resident

Dated: _____

Resident

Dated: _____

Resident

Dated: _____

Resident

Dated: _____

Landlord