



CRIME-FREE LEASE ADDENDUM

Effective May 1, 2020, every lease or other agreement for rental of any residential property shall include a "Crime-Free Lease Addendum" in substantially the following form:

"In consideration of an **Oral** lease or the execution or renewal of a **Written** lease of the dwelling unit identified in the lease, Owner (or Owner's agent or representative) and Tenant(s) agree as follows:

1. Tenant, any member of the Tenant's household, a guest or associate (whether invited or uninvited) of the Tenant or a member of the Tenant's household, or any person in the unit or guest of Tenant on common grounds, shall not:
 - A. Engage in or anyway be involved in any criminal activity or behavior on the property identified in the lease.
 - B. Engage in the unlawful manufacturing, selling, using, storing, keeping, selling or giving of a controlled substance at any location whether in, at, on, or near the property.
 - C. Engage in any act intended to facilitate or that does facilitate criminal activity on the property or common grounds identified in the lease.
 - D. Cause an unreasonably high number of calls for police service including, but not limited to, noise complaints, barking dog complaints, stray animal complaints, juvenile complaints or other public complaints.
 - E. Cause an injurious situation that jeopardizes the health and safety of any citizen whether on or near the property identified in the lease.

2. Tenant or any member of Tenant's household shall not:
 - A. Engage in or anyway be involved in any criminal activity or behavior in the village limits of South Chicago Heights.
 - B. Engage in any act intended to facilitate or that does facilitate criminal activity in the Village limits of South Chicago Heights.

3. Criminal activity for sections 1 and 2 are defined as any behavior or conduct that meets the definition of any village ordinance, or misdemeanor or felony offense as described in the Illinois Compiled statutes now or as may be amended, including but not limited to:
 - A. Disorderly conduct, as defined in 720 ILCS 5/26-1;
 - B. Unlawful use of weapons, as defined in 720 ILCS 5/24-1 et seq;
 - C. Mob action, as defined in 720 ILCS 5/25-1;
 - D. Discharge of firearm, as defined in 720 ILCS 5/24-1.2 and 5/24- 1.5;
 - E. Gambling, as defined in 720 ILCS 5/28-1;
 - F. Possession, manufacture or delivery of controlled substances, as defined in 720 ILCS 70/401 et seq;
 - G. Assault, battery or offenses related thereto, as defined in 720 ILCS 5 /12-1 et seq;
 - H. Sexual abuse or related offenses, as defined in 720 ILCS 5/12-15 et seq;
 - I. Public indecency, as defined in 720 ILCS 5/1 1-9; ' 10.

- J. Prostitution, as defined in 720 ILCS 5/1 1 -14;
- K. Criminal damage to property, as defined in 720 ILCS 5/21-1 et seq;
- L. Possession, cultivation, manufacture or delivery of cannabis, as defined in 720 ILCS 550/1 et seq.; and
- M. Illegal consumption or possession of alcohol, as defined in 235 ILCS 5/1 et seq;
- N. Criminal street gang activity, as defined by 740 ILCS 147/10.

4. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY. A single violation of any provisions of this addendum shall be deemed a serious violation and material non-compliance with the lease. Any violation of the above provisions will still be considered a violation regardless of whether or not the Tenant could not control the behavior of other occupants of the unit, could not foresee, or did not have knowledge of the violation. It is understood and agreed that a single violation shall be good cause for IMMEDIATE termination of the lease under the Illinois Compiled Statutes. Unless otherwise provided by law. proof of violation shall not require criminal conviction BUT SHALL BE BY PREPONDERANCE OF THE EVIDENCE. Preponderance of the evidence can be determined by but not limited to a police report, police citations, information received from the police department or a police officer, or any observations made by the landlord or his agent.
5. Tenant consents to venue in any justice court precinct with the county wherein the unit is located in the event Owner initiates legal action against the Tenant. Tenant hereby waives any objection to any venue chosen by owner against Tenant.
6. Tenant agrees that service of process of any legal proceeding, including but not limited to, a civil inspection warrant or similar court order for residential inspection, special detainer or forcible detainer action, or service of any notice to Tenant, shall be effective and sufficient of purpose of providing legal service and conferring personal jurisdiction upon any Illinois court as to any tenant, co-signer, occupant or guarantor, if waived upon any occupant or other person of suitable age and discretion who is present sat the premises and residing therein, notwithstanding the fact that a Tenant, co-signer occupant or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Illinois law or rule. By signing this lease the undersigned hereby waives any objection to service carried out under the terms of this agreement. This provision shall be effective for any extension, renewal or modification of the Initial lease.
7. In case of conflict between the provisions of this addendum and any other provisions of the leases, the provisions of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.
9. Nothing in this lease addendum shall be construed to discourage any tenant from contacting police or emergency services, and shall not penalize any tenant who contacts police or other emergency services if the contact was made with the intent to have emergency service personnel respond to an incident of domestic violence, sexual violence, or criminal activity in which the tenant is a victim, or to prevent the perpetration or escalation of domestic violence, sexual violence, or criminal activity in which the tenant is the victim.”

Notwithstanding Section 1, owners and tenants with a lease in effect prior to January 1, 2020 shall not be required to execute such addendum until the lease is to be renewed or within thirty (30) days of the owner becoming aware of a violation of Section 1 herein.

Landlord/Owner/or Agent Signature Date

Tenant #1 Signature Date

Tenant #2 Signature Date

Property Address & Unit#