CRIME-FREE LEASE ADDENDUM

As part of the consideration for lease of the dwelling unit identified in the lease, Resident agrees as follows:

- 1. Resident and Resident's Occupants whether **on or off** of the property; and Resident's and Resident's Occupant's guests and invitees, are prohibited from:
 - a. Engaging in any criminal activity, including drug-related criminal activity, on or off the said premises. Drug related criminal activity shall mean the illegal manufacture, sale, distribution, use, possession and possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (also as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
 - b. Engaging in any act intended to <u>facilitate criminal activity</u> or <u>permitting</u> the dwelling unit to be used for criminal activity.
 - c. Engaging in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substance as defined in Illinois Compiled statutes, at any locations, whether on/or near the dwelling unit premises.
 - d. Engaging in any illegal activity, including, but not limited to prostitution, criminal street gang activity, threatening or intimidating as prohibited in, assault as prohibited in, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage.
- 2. <u>VIOLATION OF ANY ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY</u>. A single violation of any of the provisions of this addendum shall be deemed a serious, material and irreparable non-compliance. It is understood that <u>a single violation shall be good cause for immediate termination of the lease</u>. <u>Proof of such a violation shall not require a criminal conviction</u>, but shall only require a preponderance of the evidence.
- 3. Resident hereby authorizes property management/owner to use police generated reports against Resident for any such violation as reliable direct evidence, and/or as business records as a hearsay exemption, in all eviction hearings.
- 4. In case of conflict between the provisions of this addendum and any provisions of the lease, the provisions of this addendum shall govern.

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- 5. Resident also agrees to be responsible for the actions of Resident's occupants, Resident's guests and invitees, and Resident's occupant's guests and invitees, regardless of whether Resident knew or should have known about any such actions. A guest or invitee shall be anyone who Resident or Resident's occupant gives access to or allows on the premises or in the rental unit.
- 6. Tenants, occupants and their guests have right to call for and receive police and emergency response services when needed.
- 7. The law does not permit a tenant or landlord to be penalized under this Article based on an actual incident of domestic violence or sexual violence directed against the tenant, occupant or their guests occurring on or about the rental premises.
- 8. The law does not permit a tenant or landlord to be penalized under this Article when a tenant, occupant or guest calls for police or emergency service intended to prevent or respond to actual or threatened incidents of domestic violence or sexual violence.
- 9. The law does not permit a tenant or landlord to be penalized under this Article when calls are made for police or emergency service by, on behalf of or otherwise concerning an individual with a disability, where the purpose of the call is related to that individual's disability.
- 10. Perpetrators of domestic violence, sexual violence or other criminal activity in or about the rental premises are subject to eviction and/or imposition of penalties to the extent provided under local ordinances and state or federal law.
- 11. Tenants and all persons who reside in the leased premises, by assuming possession of the same, agree that the landlord or his agents may release to the Police Department, Law Department, or the Building Department any information concerning the identity of all occupants.
- 12. This Lease Addendum is incorporated into the lease or renewal thereof, executed or renewed at any time between Landlord/Manager and Resident/Lessee.

Resident #1 Signature	Date	Resident #2 Signature	Date
Property Owner/Manager Signature		Date	
Address of Rental Property			