

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner (or Owners' agent or representative) and Resident agree as follows:

1. Tenant, any member of the Tenant's household, a guest or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the Tenant or a member of Tenant's household, **shall not engage or in any way be involved in, any criminal activity, including drug related criminal activity, on or near the said premises.** Criminal activity shall include, but is not limited to, drug-related criminal activity. "Drug-related criminal activity" means illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance or cannabis (as defined in the Illinois Compiled Statutes).
2. Tenant, any member of the Tenant's household, a guest, or invitee at the unit, in the unit, or on the common grounds, or any person in the unit or on the common grounds invited there in any way by the Tenant or a member of the Tenant's household **shall not engage in any act intended to facilitate or that does facilitate criminal activity,** including drug-related criminal activity, or on the said property.
3. Tenant, and every member of the household **shall not permit the dwelling unit to be used for criminal activity, or to facilitate criminal activity,** in the unit or on the common grounds, including drug-related criminal activity, regardless of whether the individual engaging in such activities is a member of the household, a guest or invitee, and regardless of whether the Tenant is at home during any such offense.
4. Tenant, and member of the Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by Tenant or a member of Tenant's household, **shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, or cannabis, at any location whether in, at, on, or near the property.**
5. Tenant, any members of the Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by the Tenant or a member of Tenant's household, **shall not engage in any illegal activity,** including **prostitution** as defined in the Illinois Compiled Statutes, **criminal street gang activity** as defined in the Illinois Compiled Statutes, **threatening or intimidating** as prohibited in the Illinois Compiled Statutes, **assault** as prohibited in the Illinois Compiled Statutes, **including but not limited to the unlawful discharge of firearms** on or near the dwelling unit or common grounds, **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 damage** as defined in the Illinois Compiled Statutes.
6. **VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPRARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY.** A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a **single violation** shall be good cause for **IMMEDIATE termination of the lease** under the Illinois Compiled Statutes; provided, however, that a single violation shall not be good cause to terminate the tenancy if the immediate termination of the lease would violate Section 1-2-1.5 of the Illinois Municipal Code (65 ILC 5/1-2-1.5 new). Unless otherwise provided by law, proof of violation shall not require criminal conviction, **BUT SHALL BE BY A PREPONDERANCE OF THE EVIDENCE.** Tenant consents to venue in any justice court precinct within 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.

7. Tenant agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to Tenant, shall be effective and sufficient of purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any tenant, co-signor, occupant or guarantor, if waived upon any occupant or other person of suitable age and discretion who is present at the premises and residing therein, notwithstanding the fact that a Tenant, co-signor, 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.
8. In case of conflict between the provision of this addendum and any other provision of the leases, the provisions of the addendum shall govern.
9. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between the Owner and Resident.

Resident Name: _____ Resident Signature: _____

Date: _____

Resident Name: _____ Resident Signature: _____

Date: _____

Resident Name: _____ Resident Signature: _____

Date: _____

Resident Name: _____ Resident Signature: _____

Date: _____

Property Owner Name: _____

Property Owner Signature: _____ Date: _____

Property Address and Unit Number: _____

Des Plaines, IL Zip Code: _____