

## CRIME FREE LEASE ADDENDUM

### Prohibition against nuisance activity within the City of DeKalb.

The City of DeKalb has enacted the following in its Code of Ordinances:

- (1) Chapter 52, Section 52.06 – Disorderly House: This Section prohibits nuisance activity, defined as unlawful activity, on properties located within the corporate limits of the City of DeKalb;
- (2) Chapter 10, Section 10.10—Rental Agreements—Required Terms: This Section requires the inclusion of a Crime Free Housing Lease Addendum in all lease agreements.

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:

The Tenant is subject to all municipal codes and their consequences that can be found on the City of DeKalb website <http://www.cityofdekalb.com/>. The Tenant is also subject to this Crime Free Lease Addendum.

1. The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate unlawful activity in, on, at or about the leased premises.
2. The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not permit the leased premises to be used for, or to facilitate, unlawful activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
3. The Tenant, any member of the tenant's household, Tenant's guest(s), and any person under Tenant's control shall not engage in or facilitate any breach of the lease agreement that jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involves imminent or actual serious property damage.
4. The Tenant is vicariously liable for the unlawful activity of any member of the Tenant's household, Tenant's guest(s), and any person under Tenant's control, whether or not the Tenant had knowledge of the activity or whether or not the household member or guest was under the Tenant's control.
5. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
6. For purposes of this Lease Section, unlawful activity shall mean:
  - (i) Any offense defined and prohibited by Section 6-16 (Prohibited Sales and Possession) or Section 6-20 (Purchase or Acceptance of Gift of Liquor by Persons Under Age 21) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/6-20, or similar City of DeKalb ordinance.
  - (ii) Any offense that constitutes a felony or misdemeanor under the Illinois Criminal Code of 1961, 720 ILCS 5/1-1 et seq.
  - (iii) Any offense defined and prohibited by Chapter 52, "Offenses against Public Peace, Safety and Morals" of the City of DeKalb Municipal Code.
  - (iv) Any inchoate offense defined and prohibited by Article 8 (Inchoate Offenses) of the Criminal Code of 1961, 720 ILCS 5/8-1, et seq., which is relative to the commission of any of the aforesaid principal offenses.
7. 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, provided, however, a tenant shall not be retaliated against nor evicted when merely a victim of any unlawful act prohibited herein, but shall be responsible for the acts of his/her guests and persons under his/her control. A single violation of any of the provisions hereof 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. 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 court 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.

To the extent permitted by law, 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 for purposes of providing legal service and conferring personal jurisdiction upon any Illinois court as to any tenant, co-signor, occupant or guarantor, if served 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."

8. The Landlord reserves the right to ban tenant guests whose conduct is prohibited by the Crime Free Housing Lease Addendum. Under Section 10.20 of the City Code, the Landlord, property manager or other property owners may execute a banned list or no-trespass agreements prohibiting access to the rental premises by persons other than the tenants listed on a lease.

9. Pursuant to City Code, properties that are deemed to be Chronic Disorderly Houses or Disorderly Rental Premises may be subject to warrantless inspection pursuant to Section 52.06 of the City Code (and other related ordinances). In addition, the property is subject to all other City Codes and Ordinances.

10. Additionally, the Landlord has important rights as owner of the property. The Landlord reserve the right to enter the premises (in accordance with the terms of this Lease and applicable law), to enforce the terms of this lease, and to implement an action for forcible entry or eviction. A violation of this crime free lease addendum is a violation of the lease itself, which justifies the Landlord to take prompt legal action against the tenant.

_____ Resident's Signature	_____ Owner's Signature	
_____ Resident's Signature	_____ Unit / Address	_____ Date