

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 10, Section 10.10—Rental Agreements—Required Terms: This Section requires the inclusion of a Crime Free Housing Lease Addendum in all lease agreements;
- (2) Chapter 10, Section 10.17—Criminal Nuisance Property Violation and Abatement: This Section prohibits unlawful activity on rental properties located within the City's corporate limits

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 strictly and 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 the following:
 - (i) Any offense defined and prohibited by Section 6-16 (Prohibited Sales and Possession) or Section 6-20 (Transfer, possessions, and consumption of alcoholic liquor; restrictions) of the Liquor Control Act of 1934, 235 ILCS 5/6-16 and 5/6-20, as may be amended from time to time.
 - (ii) Any offense that constitutes a felony or misdemeanor under the Illinois Criminal Code of 1961, 720 ILCS 5/1-1, et seq., as may be amended from time to time.
 - (iii) Any offense defined and prohibited by Chapters 38 and 52 of the City of DeKalb Municipal Code, as may be amended from time to time.
7. For purposes of this Lease Section, pursuant to 65 ILCS 5/1-2-1.5, unlawful activity shall not mean the following:

- (i) Contact made to the police or other emergency services, if: a) the contact was made with the intent to prevent or respond to domestic violence or sexual violence; b) the intervention of emergency assistance was needed to respond to or prevent domestic violence or sexual violence; or c) the contact was made by, on behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability;
- (ii) An incident or incidents of actual or threatened domestic violence or sexual violence against a tenant, household member, or guest occurring in the dwelling unit or on the leased premises; or
- (iii) Unlawful activity or a violation of this Code occurring in the dwelling unit or on the leased premises that is directly relating to domestic violence or sexual violence, engaged in by a tenant, member of a tenant's household, guest, or other party, and against a tenant, household member, guest, or other party.

8. 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 unlawful activity, but the Tenant shall be strictly and vicariously liable and responsible for the unlawful activity of the Tenant's guests, any member of the Tenant's household, and any person under the Tenant's 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 unlawful activity based upon a preponderance of the evidence shall be sufficient to establish a violation of the crime free housing lease provision. 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.

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.

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