

VILLAGE OF THORNTON

Crime Free Lease Addendum

For the rental unit located at: _____, Thornton, IL 60476.

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner (or Owner's agent or representative) and Resident(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 any way 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 Thornton.
 - B. Engage in any act intended to facilitate or that does facilitate criminal activity in the village limits of Thornton.

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 5/11-9;
 - J. Prostitution, as defined in 720 ILCS 5/11-14;
 - 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.;
 - M. Illegal consumption or possession of alcohol, as defined in 235 ILCS 5/1 et seq.; and
 - N. Criminal street gang activity, as defined by 740 ILCS 147/10.
4. Pursuant to 55 ILCS 5/5-1005.10, criminal activity for the purpose of paragraph 1 and 2 shall not include:
- A. Contact made to police or other emergency services, if (i) the contact was made with the intent to prevent or respond to domestic violence or sexual violence; (ii) the intervention or emergency assistance was needed to respond to or prevent domestic violence and sexual violence; (iii) the contact was made by, or behalf of, or otherwise concerns an individual with a disability and the purpose of the contact was related to that individual's disability;
 - B. 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 premises; or
 - C. Criminal activity or local ordinance violation occurring in the dwelling unit or on the 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.
5. **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 of the provisions of this added 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.
6. In case of conflict between the provisions of this addendum and any other provisions of the leases, the provisions of the addendum shall govern.

7. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Resident's Signature

Owner's Signature

Resident's Signature

Resident's Signature

Property Address & Unit #

Date and Time

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